MICROFILM

START OF ROLL

ROLL NO.

57

S-241(4) Drake Cr.-Adel Sec., Warner 1951
Secon. Hwy.

#3439 Folder # 2

I N D E N T U R E

THIS INDENTURE, made and entered into this 16 day of April., 1952, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State", and CHARLES A. CRUMP of Adel, Oregon, hereinafter called "Owner",

W I T N E S S E T H :

RECITALS:

WHEREAS, Owner has certain rights whereby he is permitted to maintain and operate an irrigation ditch and flume upon certain real property situated in Township 39 South, Range 23 East, and Township 39 South, Range 24 East, W. M., Lake County, Oregon, and;

WHEREAS, the relocation of a portion of the Warner Secondary Highway in Lake County, Oregon, has made necessary the encroachment upon a portion of said rights and also the relocation of portions of the said ditch and flume. Portions of the said flume and ditch have already been relocated and between Engineer's Stations 1356+22 and 1358+50, Engineer's Stations 1365+25 and 1367+45, Engineer's Stations 1372+25 and 1375+25, and Engineer's Stations 1387+16 and 1388+36 has been replaced by twenty-four (24") inch corrugated iron pipes located beneath the highway grade and shoulders.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and in consideration of the terms, covenants and conditions and provisions hereinafter set forth, Owner hereby grants to State for himself, his heirs, administrators, executors and assigns the right, permit, license and easement to encroach upon such rights of way, easements or servitudes as Owner may possess for the relocation of the Drake Creek - Adel Section

of the Warner Secondary Highway, between Engineer's Stations 1356 and 1399 thereof.

AND, in further consideration of the terms, covenants and conditions and provisions hereinafter set forth, it is agreed by and between State and Owner, as follows:

1. Owner, for himself, his heirs, administrators, executors and assigns, does hereby release and forever discharge the State of Oregon, the State Highway Commission, the members thereof, its officers, employees, agents and contractors from all claims, demands, damages, actions, causes of action and costs of actions whatsoever which have arisen or may have arisen or may arise out of or in connection with the relocation of the said flume and ditch upon the right of way of the Warner Secondary Highway, and out of or in connection with the said replacement of the said flume and ditch by twenty-four (24") inch corrugated iron pipes beneath the highway grade and shoulders.

2. State hereby agrees to keep clear of obstruction that portion of the relocated ditch and flume as has been replaced by twenty-four (24") inch corrugated iron pipe beneath the highway grade and shoulders between Engineer's Stations 1356+22 and 1358+50, Engineer's Stations 1365+25 and 1367+45, Engineer's Stations 1372+25 and 1375+25, and Engineer's Stations 1387+16 and 1388+36, and to clean said corrugated iron pipe in the event it should become clogged.

3. State hereby further agrees to replace the aforesaid twenty-four (24") inch corrugated iron pipe beneath the highway grade and shoulders between Engineer's Stations 1356+22 and 1358+50, Engineer's Stations 1365+25 and 1367+45, Engineer's Stations 1372+25 and 1375+25, and Engineer's Stations 1387+16 and 1388+36, when such replacement is deemed necessary by the State

Highway Engineer or his duly authorized representative and upon being furnished the necessary twenty-four (24") inch corrugated iron pipe by Owner.

4. Owner hereby covenants that he is the holder of those certain rights mentioned in No. 1 of the Recitals hereof, and, in the event that it be established that Owner be not the holder thereof, then each and every obligation of State incurred by this Indenture shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written.

ATTEST:

/s/ H. B. Glaisyer
Secretary

STATE OF OREGON, by and through its State Highway Commission

By /s/ Ben R. Chandler
As Chairman

By _____
As Commissioner

By /s/ M. K. McIver
As Commissioner

APPROVED:

_____
Assistant State Highway Engineer

APPROVED:

_____
Chief Counsel

State

STATE OF OREGON

COUNTY OF Multnomah

On this the 27th day of May, 1952, before me, Floyd A. Query, a notary public, personally appeared Ben R. Chandler, ~~Chas. H. Reynolds~~, and M. K. McIver, of the State of Oregon, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

/s/ Floyd A. Query
Notary Public for Oregon

My Commission Expires: April 19, 1953

Charles A Crump.

Owner

STATE OF OREGON

COUNTY OF Lake

On this the 16th day of April, 1952, before me, Rosadee K. Cann, a notary public, personally appeared Charles A. Crump, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Rosadee K. Cann

Notary Public for Oregon

My Commission Expires: June 18, 1955

2/11/52
RW:smc

RECEIVED
JUN 3 1952
FOR FILING

8 241 (4)

3439

June 3, 1952

Mr. Charles A. Crump
Adel,
Oregon

Dear Sir:

We are enclosing herewith for your records, a fully executed copy of an "Indenture" between the State Highway Commission and yourself covering the encroachment of a portion of the Warner Secondary Highway upon the right of way of an irrigation ditch and flume owned by you, in Lake County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUN 3 1952
FOR FILING

1-241(4)

3439

June 2, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

We have received a notice of claim in this office from Forrest E. Cooper acting in behalf of the Lakeview Building Material Company of Lakeview, Oregon. Their claim is in sum of $13.35 for materials furnished to Spada Brothers for their operations on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata & Schram
440 Mead Building
Portland 4, Oregon
Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon
Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon.

NOTED ON CARD
6-2-52, g

RECEIVED
JUN. 3 1952
FOR FILING

8-241(4)

3439

June 2, 1952

Mr. Forrest E. Cooper

Lakeview, Oregon

Dear Mr. Cooper:

This is to acknowledge receipt of a notice of claim in the amount of $13.35 by the Lakeview Building Material Company against Spada Brothers for material furnished to them in their operations on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This claim will be entered in our records and we will notify the contractor and the surety that it has been received.

We are assuming that you do not intend to file the claim with the Secretary of State as your letter is addressed to the State Highway Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-2-52

E. COOPER
ATTORNEY - AT - LAW
LAKEVIEW, OREGON

May 29, 1952

Mr. H. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer: Re: Spada Brothers contract near Adel, Lake County, Oregon.

I have enclosed herewith notice of lien claim of Lakeview Buildihg Material Company in the sum of $13.35. I am also forwarding a copy of this lien claim to Glens Falls Indemnity Company.

Yours very truly,

Forrest E. Cooper

FEC/bk
Encl.
cc: Glens Falls Indemnity Company
American Bank Building
Portland, Oregon

RECEIVED
JUN 2 1952
OREGON
STATE HIGHWAY COMMISSION

BY SECRETARY

NOTED ON CARD
5-29-52-JC

NOTICE OF CLAIM

TO: THE STATE OF OREGON

Notice hereby is given that the undersigned Lakeview Building Material Co., an Oregon Corporation, has a claim for materials furnished in the sum of $13.35 against the bond taken from SPADA BROTHERS, as principal, and GLENS FALLS INDEMNITY CO., as surety, for the work of grading and surfacing Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, Oregon, under a contract with the State of Oregon No. 3439. An itemized statement of said claim is herewith attached marked "exhibit A".

Dated this 21st day of May, 1952.

LAKEVIEW BUILDING MATERIAL CO.,
an Oregon corporation.

By: A. E. Warlow
Manager

June 14, 1951 Invoice [illegible]

5 lbs.	White Lead		2.10
2 Pcs.	3" x 5" -10' [illegible]	@ .25	10.00
June 21, 1951	Invoice [illegible]		
2 Only	Hammer Handles	@ $.40	.80
July 9, 1951	Invoice #49100		
1 Only	Hammer Handle	@ $.55	.55
	Total owed by Spada Bros.		$13.55

"EXHIBIT A"

STATEMENT

June 14, 1951	Invoice #47846		
5 lbs.	White Lead		$2.00
2 Pcs.	3" x 5" -10'	C Fir 40' @ $.25	10.00
June 21, 1951	Invoice #48221		
2 Only	Hammer Handles	@ $.40	.80
July 9, 1951	Invoice #49100		
1 Only	Hammer Handle	@ $.55	.55
	Total owed by Spada Bros.		$13.55

"EXHIBIT A"

RECEIVED
FOR FILING

FORREST E. COOPER
Attorney-at-Law
LAKEVIEW, OREGON

Williams

May 29, 1952

NOTED
W. C. WILLIAMS

Mr. H. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer: Re: Spada Brothers contract near Adel, Lake County, Oregon.

I have enclosed herewith notice of lien claim of Lakeview Building Material Company in the sum of $13.35. I am also forwarding a copy of this lien claim to Glens Falls Indemnity Company.

Yours very truly,

/s/ Forrest E. Cooper
Forrest E. Cooper

FEC/bk
Encl.
cc: Glens Falls Indemnity Company
American Bank Building
Portland, Oregon

PCW

RECEIVED
FOR FILING
FORM E-30 25M 3-51 47198

6-5-4

MISC. CONTRACTS and AGREEMENTS No. 1286

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1952

SUBJECT:

REFERRED TO Glaisyer
By Asst. Chief Engineer
For Comm approval.

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

Enclosed herewith are the original and two copies of a form of agreement between the Highway Commission and Mr. Charles A. Crump with respect to the encroachment of a portion of the Warner Secondary Highway upon right of way of an irrigation ditch and flume owned by Mr. Crump in Lake County, Oregon.

This form of agreement was prepared upon Mr. Baldock's request after a conference between Mr. Baldock, Mr. Crump and myself. The form of agreement was then given to the Construction Department for the purpose of contacting Mr. Crump and discussing the matter with him.

Mr. Crump apparently was satisfied with the form of agreement for he has signed and returned the same to the Highway Department, and I am handing it to you for your consideration before the matter is presented to the Highway Commission.

We have subsequently made a title search and find that Mr. Crump apparently does have the interest in the ditches and flumes that he claims. Practically all of the ditches and flumes covered by the agreement lie in U. S. Government land, and the Bureau of Land Management advises that Thomas A. Crump, Mr. Charles A. Crump's father, was granted these ditch rights April 26, 1919. Mr. Charles A. Crump has succeeded to the rights of his father by virtue of the will of Johanna C. Crump and by deed recorded in Book 112, Page 148, of the Deed Records of Lake County, Oregon.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
Encl. 2 copies to be signed

S.A.
M

RECEIVED
FOR FILING

May 9, 1952

Mr. Lloyd J. Stevens
Box 34
Glide, Oregon

Dear Mr. Stevens:

In your letter of May 6, 1952 which I have just received, you complain that you have not been able to obtain from Spada Brothers, highway contractors, your W-2 form shewing the ambunt of your withholding in connection with Spada Brothers Contract with the State Highway Commission for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, State Highway Contract No. 3439, which form you need in completing your income tax return.

There appears to be nothing that the State Highway Commission can do about it, but it is suggested that you bring the matter to the attention of the Collector of Internal Revenue, Mr. Hugh Earl, whose a ddress is Custom House, Portland, Oregon. In case you wish to contact the surety and the bond furnished by Spada Brothers in connection with this job, I would advise that the surety for this contract is The Great Falls Indemnity Company for whom Amarata and Schram are the local agents with offices in Room 440, Mead Building, Portland 4, Oregon.

I am sorry that we are not in position to help you but trust that you will get some satisfaction from Mr. Earl.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Hugh Earl

3459

ACKNOWLEDGED
H. B. GLAISYER

Lloyd J. Stevens
Box 34
Glide, Oregon
May 6th 53

State Highway Comm.
Salem, Oregon
Dear Sir
Can you give me information on a contractor who had the Warner Valley highway Contract. North of Lakeview in 1951.
I Spada Brothers from Portland Oregon had the job but before complete the bonding company took them over.
I have tried from January to get my W-2 form

completing my income
tax returns.
My letters didn't return
and the firm that filed
my income tax has
tried to obtain these
forms without success.
Now should the Lending
company be the people to
contact or how can we
to obtain these forms.
If you can give us this
information please answer
as soon as possible
I have even sent the
forms along in a letter
can't see any reason
for not getting any answer.

Thank You
Sincerely

RECEIVED
MAY 1 1952
FOR FILING

April 24, 1952

Mr. Forrest E. Cooper
Attorney-at-Law
Lakeview, Oregon

Dear Mr. Cooper:

In your letter of April 21, 1952, which I have just received, you advise that a client of yours has an unpaid claim against Spada Brothers arising out of a contract they have to reconstruct a portion of the Lakeview-Adel Secondary State Highway, and you request forms for use in filing a claim against this firm and its surety.

The Highway Commission has no special form for filing claims against highway contractors but claimants usually use the form suggested in the law covering such matters when filing their claims with the Secretary of State. In the event you are not familiar with that law, I enclose excerpts for your ready reference.

In filing your claim with the Secretary of State you will need the following information:

Name and Address of Contractor: Spada Brothers
8507 N. E. Columbia Blvd.
Portland 20, Oregon

Number of Contract: 3439

Description of Work: Grading and surfacing Drake Creek-Adel Section of the Warner Secondary Highway in Lake County

Surety on Contractor's Bond: Glens Falls Indemnity Co.

Amerata & Schram, Agents
440 Mead Building
Portland 4, Oregon

You undoubtedly know that Spada Brothers defaulted in performance of their contract and the work is being completed by another con-

tracting firm consisting of K. F. Jacobsen and Co., Inc. and J. M. Arenz. This is a Portland concern with headquarters at 1601 N. E. Columbia Blvd., Portland 11. The claim of your client being against Spada Brothers would have no particular interest in the contract of this other firm, although I have simply mentioned the name of the firm for your information.

In filing the claim with the Secretary of State, it would be appreciated if you would send a copy of it to this office for the Highway Commission's records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
encl.

noted gl

FORRES

FORREST E. COOPER
ATTORNEY - AT - LAW
LAKEVIEW, OREGON

April 21, 1952

Oregon State Highway Department
Salem, Oregon

Gentlemen:

A client of mine has an unpaid claim against Spada Brothers which relates to the contract which this firm has to reconstruct a portion of the Lakeview-Adel secondary state highway.

I will appreciate it if you will send me a set of your forms to use in filing a claim against this firm and its surety company.

Yours very truly,

Forrest E. Cooper

FEC/bk

ANSWERED
H B. GLAISYER

RECEIVED
FOR FILING

3437

April 15, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Dean Elliott against Spada Brothers. The claim is for truck rental in the sum of $261.74 furnished to the contractor on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is furnished inasmuch as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

Attach.

cc - Spada Brothers
8507 N. E. Columbia Blvd.
Portland 20, Oregon

Amerata and Behrman
440 Wood Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
APR 24 1952
FOR FILING

April 18, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Attention: E. Libby

Dear Sir:

This is to acknowledge your letter of April 17 to which was attached three copies of a claim filed with your office by Dean Elliott against Spada Brothers for truck rental in the sum of $263.74 furnished on State Highway Contract No. 3439, your file No. 3335.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
4-15-52

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 17, 1952

Mr. [illegible]
[illegible]
[illegible], Oregon

Dear Sir:

We have received a [illegible] April 16th, a notice of claim by Dean Elliott, for damage [illegible] in the sum of $761.72 [illegible] the [illegible] Bros. Construction Co. [illegible], in the [illegible] Indemnity Company, bur[illegible] for work of hauling fill rock, rip rap and excavated materials on the Drakes Crossing Section of the former secondary highway in Lake County, Highway Project No. 3(4), our file No. 3995.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By [signature]
Clerk
[illegible] Dept.

[illegible]
Enc.

FILED
BY SECRETARY

RECEIVED
[illegible]

4-18-52, gf

RECEIVED
APR 1952
FOR FILING

April 17, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of April 16 to which was attached a copy of a letter from Howard Cooper Corporation, stating that their claim against Spada Brothers in the amount of $14,213.68 for equipment furnished for State Highway Contract No. 3439 has been paid.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
4-17-52

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 16, 1952

Mr. M. L. Olliver, Secretary
Oregon State Library Commission
Salem, Oregon

Dear Sir:

We are enclosing a copy of a letter received from Howard Cooper Corporation, advising us of the satisfaction of a claim against the bond taken by Spade Bros., Principal and the Glenn Falls Indemnity Company, surety on road building equipment and supplies furnished on the State highway job at Adel, Oregon.

This copy is for your information and files.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By E. Libby
Clerk
Motor Vehicle Dept.

EL:
Enc.

HOLD ON CARD
4-17-52 gl

REFERRED TO
BY SECRETARY

RECEIVED

RECEIVED
APR 21 1952
FOR FILING

April 17, 1952

Glens Falls Indemnity Company
Pacific Coast Depa tment
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Howard Cooper Corporation concerning the status of their claim against Spada Brothers on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. They write as follows:

"On November 30, 1951 this firm filed claim against the bond written in behalf of Spada Bros., by the Glenn Falls Indemnity Company in the amount of $14,213.68.

* * * *

"Today the Glenn Falls Indemnity Company has satisfied our claim and we wish therefore to release this from your records."

This information is furnished to your Company inasmuch as it appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Ison Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Blvd.
Portland 20, Oregon

NOTED ON CARD
4-17-52

COPY

[illegible]

[illegible]

[illegible]

[illegible]

In: [illegible] - [illegible]

Dear Sir:

On [illegible] we filed claim against the bond written in behalf of [illegible], by the Glens Falls Indemnity Company in the amount of $[illegible].

This claim was filed for material and [illegible] and supplied the [illegible] State Highway Department, [illegible].

To [illegible] Glens Falls Indemnity Company has satisfied our claim and we wish hereby to release this from [illegible].

Very truly,

[illegible]

[illegible]

[illegible]

[illegible]

MM/et

April 14, 1952

Office of Sec. of State
State of Oregon - State House
Salem, Oregon

Re: Spada Bros. - $14,213.68

Dear Sir:

On November 30, 1951, this firm filed claim against the bond written in behalf of Spada Bros., by the Glenn Falls Indemnity Company in the amount of $14,213.68.

This claim was filed for rental of road-building equipment and supplies that were furnished on the State Highway job at Adel, Oregon.

Today the Glenn Falls Indemnity Company has satisfied our claim and we wish to release this from your records.

Yours very truly,

[illegible]-COPPER CORPORATION

[illegible], Credit Manager

[illegible]/et

RECEIVED
APR 15 1952
SECRETARY OF STATE
BY SECRETARY

4-11-52

(Copy)

RECEIVED
APR 52
FOR FILING

L 11
3427

April 9, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Mr. Wayne Elliott of Lakeview, Oregon, against Spada Brothers. This claim is in the sum of $213.12 for truck rental furnished to the contractor on State Highway Contract No. 3427 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:mf
Attach.

cc - Amerata and Schram
440 Head Building
Portland 4, Oregon
Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon
Spada Brothers
8507 N. E. Columbia Blvd.
Portland 20, Oregon

[illegible] ne Illiott
[illegible] Ln Ln[illegible] Ln Ln.
[illegible]. [illegible]- 1952

To th[illegible] [illegible] [illegible] [illegible] Ln.

[illegible], [illegible] n.

[illegible] [illegible] [illegible] [

RECEIVED
APR 11 1952
FOR FILING

[illegible] (4)
137

Miss Lewis

April 9, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of April 7 to which was attached three copies of a claim filed with your office by Wayne Elliott for truck rental in the sum of $213.12 against Spada Brothers on Highway Contract No. 3439, your file No. 3334.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-14-52

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 7, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Wayne Elliott for truck rental in the sum of $113.12 against the bond taken from Spada Bros., Principal and The Glens Falls Indemnity Co., Surety, for the work on the Warner Valley Secondary Highway in Lake County, Highway Contract #3439, our file No. 3334.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By [signature]
Clerk
Notarial Dept.

M:H
Enc.

S-241(4) Drake Cr.-Adel Sec., Warner 1950
Secon. Hwy.

#3439 Folder # 1

RECEIVED
MAR 28 1952
FOR FILING

Mrs Lewis

March 27, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the State Unemployment Compensation Commission against Spada Brothers. This claim, which is in the amount of $996.32, is for contributions and interest due the State Unemployment Compensation Commission on account of labor performed for Spada Brothers on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is furnished to your Company inasmuch as it appears as surety on the performance bond provided with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Amerate and Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

NOTED ON CARD
3-27-52, g C

STATE UNEMPLOYMENT COMPENSATION COMMISSION
UNEMPLOYMENT COMPENSATION LAW

SALEM, OREGON

March 20, 1952

Mr. [illegible] T. [illegible]
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the State Unemployment Compensation Commission has a claim in the amount of $996.32, with interest on $963.73 from April 1, 1952, at the rate of one-half of one per cent per month, or fraction thereof, against Leonard and Frank [illegible], doing business as Sands Brothers, and Glens Falls Indemnity Company, their surety, and Henderson.

Such claim is based on contributions and interest due the State Unemployment Compensation Commission on account of labor performed for, and on behalf of, the said Leonard and Frank [illegible] for the period from April 1, 1951 through December 31, 1951, under Oregon State Labor Commission contract No. 3439 for work performed in [illegible] County, Oregon.

[illegible], Oregon, this 20th day of March, 1952.

[illegible]

[illegible]

[illegible]
Administrator

[illegible]:rw

[illegible]
File No. [illegible]
[illegible],
[illegible], Secretary of State

RECEIVED
MAR 28 1952
FOR FILING

Mrs Lewis

March 27, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of March 25 to which was attached three copies of a claim filed with your office by the State Unemployment Compensation Commission in the sum of $996.32 against Spada Brothers for contributions and interest due on State Highway Contract No. 3439, your file No. 3333.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
3-27-52, J (

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 25, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of March 24th, a notice of claim by State Unemployment Compensation Commission, for labor performed in the sum of $996.32 against the bond taken from Spada Brothers, Principal, and Glens Falls Indemnity Company, Surety for work performed in Lake County, State Highway contract No. 3439, our file No. 3333.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

MJ:M
Enc.

NOTED ON CARD
3-25-52 gf

RECEIVED
FOR FILING

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, SECRETARY
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

A. E. McQUADE
CLAIM MANAGER

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

PORTLAND SERVICE OFFICE
225 S. W. 4TH STREET
TELEPHONE ATWATER 7344

PORTLAND, OREGON

March 12, 1952

NOTED
W. C. WILLIAMS

W. C. Williams, Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

73 MP 10661K - Spada Brothers
D/L: 6-28-51 / 7-19-51
Claimants; Charles Cleland and Henry O'Keeffe

Dear Sir:

I am in receipt of the copy of the letter you wrote to Attorney T. R. Conn in Lakeview, Oregon. Please be advised that I have exhausted all my efforts trying to make an amicable settlement with Mr. O'Keeffe and Mr. Cleland. They seem to be laboring under the illusion that we should build them a whole new flume. I have offered to pay for the damage that was caused as a result of Spada Brothers' operations in the summer of 1951 but that apparently is not satisfactory to them.

Very truly yours,

A. E. McQuade

A. E. MC QUADE
CLAIMS MANAGER

AEM:as

RECEIVED
APR 14 1952
FOR FILING

March 4, 1952

Mr. John M. Coke
Attorney-at-Law
1012 Yeon Bldg.
Portland 4, Oregon

Dear Mr. Coke:

Pursuant to your request I enclose herewith two copies of a list of claims filed with this office against Spada Bros. in connection with their contract with the State Highway Commission No. 3439.

This contract, on which Spada Bros. defaulted, is for grading and surfacing on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encls. 2

NOTED ON CARD
3-14-52

LIST OF CLAIMS FILED AGAINST CONTRACT NO. 3439, SPADA BROS.

8-31-51	Collins Concrete & Steel Pipe Co.	Materials furnished	$18,333.54
9- 4-51	Wayne E. Elliott	Labor & truck hauling	213.12
9-5-51	Dean Elliott	Dump truck rental	263.74
9-6-51	J. R. Decker	Power shovel, use of	198.00
9-22-51	Cascade Equipment Co. 1-7-52 (filed Sec.of State/~~10-10-51~~)	Equipment rental	5,926.50
9-25-51	Gordon Smith Motors,Inc.	Repairs to equipment	35.89
10-1-51	Klamath Powder & Equipment Co.	Materials & rental	271.38
10-12-51	Shell Oil Co.	Products	6,669.40
10-12-51	O. K. Rubber Welders		62.50
10-12-51	State Industrial Accident Com.	Unpaid contributions	1,379.71
10-15-51	Gordon Smith Motors,Inc.	Equipment repairs	35.89
11-9-51	Columbia Equipment Co.	Repair parts	202.48
12-3-51	Howard Cooper Corp.	Equipment rent & materials	14,213.68
12-11-51	Industrial Air Products Co.	Products & loss of 5 cylinders	246.92
2-20-52	West Coast Telephone Co.		183.57
		Total ———	$48,236.32

3-4-52
gl

RECEIVED
FOR FILING

March 4, 1952

Mr. Theodore R. Conn
Attorney at Law
Wilcox Building
Lakeview, Oregon

Dear Sir:

With reference to the claim of Henry O'Keeffe and Charles Cleland of Adel for damages allegedly sustained to their irrigation flume, please be advised that we have, on different occasions, brought this matter to the attention of the Glens Falls Indemnity Company. We understand that adjusters have been in contact with you in an effort to settle this matter.

The State Highway Commission is taking no action in this matter, as such obligation as may result in this matter is that of the contractors and the Indemnity Company. The Highway Department is glad to assist in any way possible, however, and is keeping the situation in review.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Glens Falls Indemnity Company
American Bank Building
Portland, Oregon

Mr. C. V. Enfield

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

February 27, 1952.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I have had considerable correspondence with your office, and with Glen Falls Indemnity Company, writers of the Surety Bond of Spada Bros., relative to the damage to the flume of Henry O'Keeffe and Charles Cleland, of Adel, Oregon, resulting from blasting by Spada Bros., as well as damage suffered by reason of blasting of J. F. Jacobsen & Co., and J.A.Arenz.

NOTED
W. C. WILLIAMS

The blasting not only damaged the existing flume of the claimants across Deep Creek, but also filled up the channel of Deep Creek with rock in such manner as will undoubtedly result in the total destruction of the flume when high water occurs this spring.

Both Mr. O'Keeffe and Mr. Cleland wish to impress upon the State Highway Department and the contractors, that they will expect to hold liable those persons and corporations causing this damage to them. The Glens Falls Indemnity Company has not made any satisfactory offer concerning this damage.

The claimants are taking the necessary steps to protect their interests in this matter.

Very truly yours,

Theodore R. Conn

T:C-mm

cc- Glens Falls Indemnity Co.,
Jacobsen & Co.
J.A.Arenz,
Henry O'Keeffe
Chas. Cleland

REFERRED TO
Williams
C. State Highway Engineer
Please prepare
answer

BY SECRETARY

RECEIVED
FOR FILING

4 34,(11)
34 27

February 21, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Hills Tower
San Francisco, California

Gentlemen:

We have received a letter from the West Coast Telephone Company, Lakeview, Oregon, dated February 20, advising that Mr. Leonard Nick Spada owes them $183.57 for telephone service incurred in connection with Spada's contract between Lakeview and Adel. Apparently, this claim is in connection with Spada Brothers State Highway Contract No. 3499 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided to your Company inasmuch as it appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
507 N. E. Columbia Boulevard
Portland 20, Oregon

NOTED ON CARD
2-21-52 gr

RECEIVED
FOR FILING

3439

February 21, 1952

West Coast Telephone Company
Lakeview, Oregon

Gentlemen:

Your letter of February 20 addressed to Mr. Lowell E. Shinn has been referred to this office for reply.

Spada Brothers, whose address is 8507 N. E. Columbia Boulevard, Portland 20, were awarded State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. This apparently is the job on which Mr. Leonard Spada owes your Company $183.57 for telephone services. Glens Falls Indemnity Company is the surety on this contract and their agent writing the bond is Amerata and Schram, 440 Mead Building, Portland 4. It is also our understanding that Mr. John M. Coke is also concerned in matters relating to this contract. His address is 1012 Yeon Building, Portland 4.

As you may know, each contractor holding a state highway contract is required to furnish a performance bond which assures satisfactory completion of the work and payment of all bills incurred in connection with the contract. Spada Brothers defaulted on this contract and it was re-awarded on October 1, 1951, to another contractor for completion. The surety, however, has not been released from responsibility.

The State cannot pay claimants directly as it cannot determine validity and correct amounts that are due; however, it is suggested that to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission you file your claim with the Secretary of State. For your convenience we have attached excerpts from the Oregon Law outlining the necessary procedure. In the meantime, the claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
2-21-52, JL

WEST COAST TELEPHONE COMPANY

GENERAL OFFICES - EVERETT, WASHINGTON

Lakeview, Ore.
Feb. 20, 1952.

Mr. Lowell E. Shinn, Req. Supr.
Oregon State Highway Dept.
Salem, Oregon.

5439

Dear Mr. Shinn:

We are still trying to collect a telephone bill from Mr. Leonard Nick Spada who had a State Highway contract between Lakeview and Adel. The bill amounts to $183.57.

Word was left here at the telephone office to send the bill to Mr. A.E. Mc Quard 1013 American Bank Bldg. Portland, Ore. this we did but received no reply. In January of this year we were advised that the bill should go to Mr. John M. Coke, Atty. 1012 Yeon Bldg. Portland, Ore.

We sent a bill to Mr. Coke but as no word has been received from either of the above parties we would like to have your advice in the matter and just who is representing the Bondsmen.

Very truly yours,
A. M. Denio
District Manager.

REFERRED TO
BY SECRETARY

4-21-52

RECEIVED
FEB 18 1952
FOR FILING

February 18, 1952

Mr. Theodore R. Conn
Attorney-at-Law
Wilcox Building
Lakeview, Oregon

Dear Mr. Conn:

We are forwarding by separate mail a certified copy of contract and bond No. 3439 and 3439A, which contracts were awarded to Spada Bros., and K. F. Jacobsen and J. M. Arens, respectively.

Some time ago Mr. Enfield, Chief Counsel, advised us that you might be requesting a copy of these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mi 2/15

cc - C. W. Enfield

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

February 14, 1952

Oregon State Highway Department,
Salem, Oregon.

3439
3439A

Gentlemen:

Attention H. B. Glaisyer.

In reference to your letter of February 2, 1952, please be advised that my clients feel that both Spada Bros., and Jacobs & Arenz were involved in the damage to their flume at Adel. As you know, blasting is the cause of the damage and both contractors used powder at this location, and there was damage at two different times, one while Spada was on the job and the other while Jacobs & Arenz were on the job.

Very truly yours,

TRC-mm

Theodore R. Conn

RECEIVED
Arenz
BY SECRETARY

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1952

Indexed Alphabetically

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Dept.
1290 Wall St.
Bend, Oregon

Dear Sir:

In accordance with a conference which was held at Salem between Mr. Baldock, Mr. C. W. Enfield, Mr. H. G. Smith and Mr. Charles A. Crump, the attached agreement was tentatively worked out with regards to the handling of Mr. Crump's irrigation facilities, on the Warner Secondary Highway.

Will you please present the three attached copies of the draft of the agreement to Mr. Crump and, if satisfactory to him, secure his signature and return all copies to this office for further handling.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls:

3 Copies draft of agreement

cc R. H. Baldock

RECEIVED
JUL 13 1951
FOR FILING

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

June 12, 1951

NOTED
W. C. WILLIAMS

Spade Bros.,
Lakeview, Oregon,
and
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I have been consulted by Charles A. Crump, concerning his ditch which has been torn out by reason of the highway construction in Lake County, near Adel,Oregon.

You are advised that Mr. Crump will seek to recover damages on the trespass committed in removal of his ditch and flume, and the failure to deliver water for irrigation, to him through this ditch.

You are further advised that Mr. Crump does not approve your alteration in his irrigation flume and ditch.

As soon as the amount of damages are ascertained, action will be commenced for recovery.

Very truly yours,

TRC-mm

/Theodore R. Conn

cc - State Highway Department, Bend, Oregon.
Attention Mr. Chandler, Engineer.

Chas. Crump, Adel, Oregon.

RECEIVED
FOR FILING

3439

February 11, 1952

Mr. Theodore R. Conn
Attorney-at-Law
Wilcox Building
Lakeview, Oregon

Dear Mr. Conn:

We have your letter of February 9 in which you request a copy of the bond and other pertinent information on Spada Brothers' contract on the Lakeview-Adel Road.

State Highway Contract No. 3439 was originally awarded to Spada Brothers for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. The surety for this contract was the Glens Falls Indemnity Company through their agent, Amerata and Schram, 440 Mead Building, Portland 4. Spada Brothers defaulted on this contract and on October 1, 1951, it was re-awarded to K. F. Jacobsen and J. M. Arenz whose address is 1601 N. E. Columbia Boulevard, Portland 11. Spada Brothers address is 8507 N. E. Columbia Boulevard, Portland 20. The surety for Jacobsen and Arenz is the Great American Indemnity Company through their agent, Wells-Reed Insurance, 412 Failing Building, Portland 4.

Would you please advise us as to whether the claim of your clients, Charles Clenand and Henry O'Keeffe, arises from the operations of Spada Brothers or from the operations of Jacobsen and Arenz.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

February 9, 1952

Oregon State Highway Commission,
Salem, Oregon.

D/L 6-28-51 7-19-51
73 MP 10661K
Spada Brothers, Ass'd
Charles Clenand and Henry O'Keeffe

Gentlemen:

I am handling claim for Charles Cleland and Henry O'Keeffe, arising out of certain blasting operations of your contractors, upon the Lakeview-Adel road.

Please furnish me with copies of the bonds and other pertinent information with which to commence action.

Very truly yours,

TRC-mm

Theodore R. Conn

RECEIVED
FOR FILING

January 9, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Cascade Equipment Company against Spada Brothers on State Highway Contract No. 3439 for work on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. The claim which is in the sum of $5,926.50 is for equipment rental and tire damages incurred on the above-described contract.

This information is provided inasmuch as your company appears as surety on the performance bond furnished with Contract No. 3439.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Amerata & Schram
440 Mead Building
Portland 4, Oregon

John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

NOTED ON CARD

C.C.C.I. EQUIPMENT CO.

Construction Equipment Rentals, Sales and Service

C. I. Strong — Neil D. Miller

T. J. Trick, Manager

387 [illegible] Road
[illegible], Oregon

January 7, 1952

To: State of Oregon

Notice hereby is given that the undersigned C.C.C.I. Equipment Co. has entered into an indemnity bond with the United States Fire Insurance Company in the sum of Five Thousand, Nine Hundred Twenty-five and 50/100 Dollars ($5,925.50) on the bond taken from Cross Bros. and the Glens Falls Indemnity Company for the use of private and supplies for the [illegible] Section of the Pilot Rock-Ukiah State Highway contract in this county under State Highway Contract No. 3439.

C.C.C.I. EQUIPMENT CO.

By: T. J. Trick

C. I. Strong

[illegible]
Filed No. 117
[illegible] January 7, 1952
[illegible]

RECEIVED
FOR FILING

January 9, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of January 7 to which was attached three copies of a claim filed with your office by Cascade Equipment Company against Spada Brothers in the sum of $5,926.50 for equipment rental and tire damages on State Highway Contract No. 3439, your file No. 3317.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 7, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Cascade Equipment Co., for equipment rentals and tire damages in the sum of $5,926.50, against the bond taken from Spada Bros. Principal, and Glens Falls Indemnity Company, Surety for the work of grading and surfacing on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County under State Highway Contract No. 3439, our file No. 3317.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]
Inc.

[illegible]

RECEIVED
FOR FILING

Mrs Lewis

December 31, 1951

Industrial Air Products Company
3200 N. W. Yeon Avenue
Portland 10, Oregon

Gentlemen:

As requested in your letter of December 28 concerning your claim against Spada Brothers on Contract No. 3439, we are returning the itemized statements of your claim as you requested.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

Enclosures

NOTED ON CARD
12-31-51 LgC

PORTLAND, OREGON — MEDFORD, OREGON — SPOKANE, WASHINGTON
NEW ORLEANS, LOUISIANA — PASCAGOULA, MISSISSIPPI

INDUSTRIAL AIR PRODUCTS CO.

HOME OFFICE
3200 N. W. YEON AVE.
PHONE CAPITOL 9231
PORTLAND 10, OREGON

CABLE ADDRESS: INDAIR

December 28, 1951

Oregon State Highway Department
Salem,
Oregon

Attention: H. B. Glaisyer,
Secretary

Gentlemen:

Thanks very much for your letter of December 17, 1951 regarding our account with Spada Brothers, covering contract No. 3439, covering merchandise furnished by us to them from our Lakeview, Oregon warehouse.

We have been in touch with the Glens Falls Indemnity Company and are placing our claim with the company accordingly, but would appreciate your returning to us the papers attached to our letter of December 11, 1951 relative to our claim.

Your early cooperation will be greatly appreciated.

Yours very truly,

INDUSTRIAL AIR PRODUCTS CO.

W. M. Ellis, Office Manager

WME/ep

12-31-51

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DEC 1 7 1951
FOR FILING

C-2441(4)

3419

December 17, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, California

Gentlemen:

We have received a letter from Industrial Air Products Company, 3200 N. W. Yeon Avenue, Portland 10, dated December 11, 1951 and advising that Spada Brothers owe them the sum of $216.92 for air products and loss of five oxygen and acetylene cylinders.

This claim apparently is in connection with Spada Brothers contract No. 3439 for work on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is furnished in as much as your company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc Amerata & Schram
440 Mead Building
Portland 4, Oregon

John M. Coke
Spada Brothers

MAILED ON (DATE)
12-17-51 bjk

RECEIVED
DEC 18 1951
FOR FILING

X- 24114

December 17, 1951

Industrial Air Products Company
3200 N. W. Yeon Avenue
Portland 10, Oregon

Gentlemen:

This is to acknowledge your letter of December 11 concerning the claim you have against Spada Brothers in the amount of $246.92. Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County was awarded to Spada Brothers on November 21, 1950. To date the contract has not been completed.

The Glens Falls Indemnity Company, through their agents, Amerata & Schram, 440 Mead Building, Portland 4, furnished the performance bond for this contract, which bond assures not only satisfactory completion of the work but payment of all bills incurred in connection with the job.

It is suggested that you bring your claim to the attention of the bonding company in as much as Spada Brothers have defaulted on this contract and it has been re-awarded to another contractor. If you feel that it would be of advantage to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

Enclosure

NOTED ON CARD
12-17-51

PORTLAND, OREGON — MEDFORD, ORE — SPOKANE, WASHINGTON
NEW ORLEANS, LOUISIANA — PASCAGOULA, MISSISSIPPI

INDUSTRIAL AIR PRODUCTS CO.

HOME OFFICE
3200 N. W. YEON AVE.
PHONE CAPITOL 9231
PORTLAND 10, OREGON

CABLE ADDRESS: INDAIR

December 11, 1951

State Highway Commission
Salem,
Oregon

REFERRED TO
W. H. MAISOY, Manager
ACCOUNTING DIVISION

3439

Subject: Spada Brothers
8507 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We have been advised by another interested account relative to merchandise furnished the SpadaBros. regarding a contract job done by them out of Lakeview, Oregon, called the Adel Lake Road, and so far we have not received reimbursement as per the attached statement in the amount of $246.92.

You will note that on December 1, 1951 we have billed them $172.50 covering the loss of use of five cylinders which we furnished them on this job, and for which they can not find or return to us for credit.

We would appreciate your placing our claim with the bonding company covering this contract job, so that we will be reimbursed for the merchandise, demurrage and cylinders furnished on this contract.

We will appreciate your acknowledging receipt of this information and if there is any further question in the matter, please advise. Thanks.

Yours very truly,

INDUSTRIAL AIR PRODUCTS CO.

W. M. Ellis, Office Manager

WME/ep

ALL QUOTATIONS, CONTRACTS & AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS OR OTHER CONTROLLING CONDITIONS

OXYGEN AND INDUSTRIAL GASES · ACETYLENE-NITROGEN · CARBON DIOXIDE · WELDING EQUIPMENT AND SUPPLIES · CARBIDE

MEDICAL GASES · SUPPLIES · EQUIPMENT

RECEIVED
DEC 13 1951
FOR FILING

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

December 10, 1951.

Glens Falls Insurance Company,
1013 American Bank Bldg.,
Portland, Oregon.

NOTED
W. C. WILLIAMS

Gentlemen:

Mr. Charles Cleland and Mr. Henry O'Keeffe, of Adel, Oregon, have consulted me further, concerning your offer of $2250.00 as payment for the damage suffered to their flume across Deep Creek, and the repair of the pipe line below the flume on the Lakeview-Adel Highway job.

Mr. O'Keeffe and Mr. Cleland have consulted with competent hydraulic engineers, and have investigated the cost of re-locating the crossing of Deep Creek and the repair of the pipe. From their investigation they believe that the total cost of repair and re-location of the crossing of Deep Creek by their flume will cost approximately $3750.00. They also realize that they will be somewhat benefitted by the reconstruction of a new crossing of Deep Creek, and they are willing to bear $500.00 of this total expense, which would leave the net figure of $3250.00, for which their claim for damage could be settled. In this connection I wish to point out that these men have already been out considerable time and work because of the damage to this flume, and they will be out considerable time, and their own labor and their own men even at the offered figure of $3250.00. This they are willing to bear.

I wish further to point out to you that the proposed new structure will eliminate the necessity of cleaning the channel of Deep Creek, which they are advised will be a very expensive operation, not only for the reason that it is so located so as to make equipment difficult to work, but that the debris cleaned out of the stream must be hauled some distance in order to clear the channel.

The figure of $3250.00 suggested herein is contingent only upon immediate acceptance of this proposition by you, within 10 days from the date of this letter. The reason for this time limit is two-fold:
First:
Weather conditions are such that the longer the delay the greater the expense, as this stream may rise at any time after the 1st of December, if we can depend upon the stream flow history;
Second:
And perhaps a more urgent reason, is that there are now men available to do the work, who are employed upon the present road. The contractor has expressed a willingness to make available men and equipment if the job can be done before it closes down for the winter.

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

If any considerable delay is experienced, more expense will be involved in importing labor and equipment with which to do the work.

Mr. Cleland and Mr. O'Keeffe want to be cooperative in this matter, but of course you must realize that this irrigation water is of primary importance to their next year's crop, and should this water fail and they lose a crop in 1952, the damage suffered would be many times the suggested figure. They are willing and anxious to help you protect them, and they therefore ask for an immediate reply to this offer.

I am sending both Mr. Cleland and Mr. O'Keeffe, copies of this letter which they have heard dictated, for their file, and I suggest that if you have any further questions, you should contact me directly.

May we have your early reply?

Very truly yours,

TRC-mm
cc- State Highway Dept.
Henry O'Keeffe
Chas.Cleland.

RECEIVED
DEC 3 1951
FOR FILING

X 241 (1)
3439

December 3, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Howard Cooper Corporation against Spada Bros. This claim, in the amount of $14,213.68, is for materials and equipment rental furnished to Spada Bros. on what apparently is State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAJ:md
Attach.

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Spada Bros.
8507 N. E. Columbia Boulevard
Portland 20, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

12-3-51

COPY

HOWARD COOPER
CORPORATION
MAIN OFFICE
5821 N. E. Glisan St.
Phone VE 6601

Portland 13, Oregon

Nov. 30, 1951

Office of Secretary of State

State of Oregon, State House

Salem, Oregon

Gentlemen: Re: Spada Bros. $14,213.68

Notice is hereby given that the undersigned, Howard-Cooper Corporation, has a claim for rental of equipment and materials in the sum of $14,213.68 against the bond taken from Glenn Falls Indemnity for work performed on State Highway, Adel, Oregon job by Spada Bros. whose Portland address is 8507 N.E. Columbia Blvd., Portland 20, Oregon

Yours Very truly,

HOWARD-COOPER CORPORATION

H. A. LEHMAN

H. A. Lehman, Credit Manager

HAL/ot

CC: Spada Bros.
Glenn Falls Indemnity Co.

ENDORSED
File No. 3212
Filed Dec. 3, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
1951
FOR FILING

1241 (a)
3439

Mrs Lewis

December 3, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of December 3 to which was attached three copies of a claim in the amount of $14,213.68 filed with your office by Howard Cooper Corporation against Spada Brothers on their State Highway job near Adel, your file No. 3312. Apparently the claim is against State Highway Contract No. 3439.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
12-3-51

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 3, 1951

3439

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Howard Cooper Corporation, for rental of equipment and materials in the sum of $14,213.68 against the bond taken from Spada Bros. Principal, and Glenn Falls Indemnity, Surety for work performed on State Highway, Adel, Oregon, our file No. 3312.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

12-3-51

RECEIVED
NOV
FOR FILING
FORM E-30 25M 3-51 47186

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 27, 1951

SUBJECT: SPADA BROS.

To:

Mr. W. C. Williams,
Asst. Highway Engineer
O F F I C E

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I return herewith a letter dated November 21, 1951 from Amerata & Schram, relative to the Spada contract with the State, Contract No. 3439, which letter you handed me last week.

Neither the original, a copy, nor the certification of the policy referred to in the letter is in the department's files, and I called Mr. Amerata to determine the nature of this policy as to what it pertained. I was advised by Mr. Amerata that the policy was furnished the Public Utilities Commissioner and named the State Highway Commission as the co-insured. For that reason, the enclosed letter was written to the Commission.

This policy has nothing to do with Glens Falls bond upon Contract No. 3439, and I know of no reason why we should object to cancellation of the indemnity insurance policy.

Yours very truly,

C. W. ENFIELD,
Chief Counsel

CWE:MD

cc: Mr. H. B. Glaisyer,
Secretary

Glens Falls
INDEMNITY COMPANY
Glens Falls, N.Y.

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, SECRETARY
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO 4

AMERATA & SCHRAM
440 MEAD BUILDING
PORTLAND OREGON

CAPITAL STOCK COMPANY INSURANCE
Standard protection

FRANK AMERATA
JAMES E. SCHRAM
EDWARD C. LARKINS
NATT McDOUGALL, JR.

November 21, 1951

3439

Oregon State Highway Commission
Salem, Oregon

Re: SPADA BROS.

Gentlemen:

Pursuant to the requirements of the Oregon State Highway Commission notice is hereby given of our intent to cancel Glens Falls Indemnity Policy CL 107008 issued to Leonard N. Spada and Frank R. Spada dba Spada Bros. of 8507 N. E. ColumbiaBlvd., Portland, Oregon, fifteen (15) days from the date this notice is actually received by you.

Yours very truly,

AMERATA & SCHRAM

Frank Amerata
Frank Amerata

cc: Glens Falls Indemnity Co.

REFERRED TO
BY SECRETARY

RECEIVED
FOR FILING

November 19, 1951

Mr. John M. Coke
Glens Falls Indemnity Co.
1012 Yeon Bldg.
Portland, Oregon

Dear Mr. Coke:

We enclose herewith two fully executed copies of contract No. 3439-A, which was awarded to K. F. Jacobsen & Co.,Inc. and J. M. Arens by the State Highway Commission on October 1, 1951, for highway construction on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

Will you please see that one of these copies are delivered to the above named contractors for their files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

cc: K. F. Jacobsen & Co.,Inc. and
J. M. Arens
1601 N. E. Columbia Blvd.
Portland 11, Oregon

RECEIVED
FOR FILING

November 14, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of November 13 and the three copies of the claim attached which had been filed with your office by Columbia Equipment Company in the sum of $202.48 against Spada Brothers for repair parts furnished in connection with State Highway Contract No. 3439, your file No. 3310.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Nov. 13, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Columbia Equipment Company, for an unpaid claim in the amount of $202.48, for repair parts furnished to Spada Brothers, Principal, on the Drake Creek-Adel Section of the Warner Secondary Highway, Contract No. 3439, our file No. 3310.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FOR FILING

2441(a)
3439

November 14, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Columbia Equipment Company in the sum of $202.48 which is for repair parts furnished to Spada Brothers for their use on the Drake Creek-Adel Section of the Warner Secondary Highway, State Highway Contract No. 3439.

This information is passed on to your Company inasmuch as it furnished the performance bond which was provided with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

RAL:md
Attach.

cc - Peterata and Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 4, Oregon

November 9, 1951

Portland

Oregon State Highway Commission

Salem, Oregon

Attention: H. B. Glaisyer, Sec.

Subject:
Spada Bros.
Portland, Oregon
Contract No. 3439

Dear Sir:

Notice is hereby given that the undersigned, Columbia Equipment Company, has an unpaid claim in the amount of $202.48, for repair parts furnished to Spada Brothers, for use on the Drake Creek-Adel Section of the Warner Secondary Highway, Contract number 3439.

Yours very truly,

COLUMBIA EQUIPMENT COMPANY

F. W. MORRIS

F. W. Morris
Credit Department

FWM:ms
CC: Credit
Colection
F. L. Jerome Jr.
Secretary State of Oregon
Glens Falls Indemity Co.
Spada Brothers

ENDORSED
File No. 3310
Filed Nov. 13, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

November 13, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated November 9 from Columbia Equipment Company, 1240 S. E. 12th Avenue, Portland 14, in which they state that Spada Brothers owe them $202.48 for repair parts used on the Drake Creek-Adel Section of the Warner Secondary Highway, State Highway Contract No. 3439.

We pass this information on to your Company inasmuch as it appears as the surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Ackerman and Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
FOR FILING
2241 (4)

November 13, 1951

Columbia Equipment Company
1240 Southeast Twelfth Avenue
Portland 14, Oregon

Attention: Mr. F. W. Morris

Gentlemen:

We have your letter of November 9 in which you state that your Company has an unpaid claim in the amount of $202.48 against Spada Brothers for repair parts on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, State Highway Contract No. 3439. Glens Falls Indemnity Company through Amerata and Schram, 440 Mead Building, Portland 4, furnished the performance bond for this contract, which, as you probably know, assures not only satisfactory completion of the work but payment of all bills incurred in connection with the contract.

This contract has not yet been completed, but in the event that you might wish to protect your claim for a period longer than six months following completion of the work and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience we have attached excerpts from the Oregon Laws outlining the necessary procedure.

Your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

COLUMBIA EQUIPMENT COMPANY
1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

Le Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Nevo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

November 9, 1951

WRITTEN FROM Portland

Oregon State Highway Commission

Salem, Oregon

Attention: H. B. Glaisyer, Sec.

Subject:
Spada Bros.
Portland, Oregon
Contract No. 3439

Dear Sir:

Notice is hereby given that the undersigned, Columbia Equipment Company, has an unpaid claim in the amount of $202.48, for repair parts furnished to Spada Brothers, for use on the Drake Creek-Adel Section of the Warner Secondary Highway, Contract number 3439.

Yours very truly,

COLUMBIA EQUIPMENT COMPANY

F. W. Morris
Credit Department

FWM:ms
cc: Credit
Colection
F. L. Jerome Jr.
Secretary State of Oregon
Glens Falls Indemnity Co.
Spada Brothers

RECEIVED
1951
FOR FILING

November 7, 1951

Bonded Credit Company
304 Failing Building
Portland 4, Oregon

Attention: Mr. F. Wallace

Gentlemen:

Spada Brothers, 8507 N. E. Columbia Boulevard, Portland 20, were awarded State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

On August 20, 1951, Spada Brothers defaulted on this contract and K. F. Jacobsen and Company, Inc. and J. M. Arens are now working on the job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

...y 3497

COLLECTIONS:
Commercial
Professional
Retail

BONDED CREDIT COMPANY

Licensed by and Bonded to the State of Oregon
304 FAILING BUILDING
PORTLAND 4, OREGON

November 6, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Will you please let us know what contractors are doing the road construction work at or near Lakeview, Oregon.

Thank you and enclosed is self addressed envelope for your reply.

Yours truly,

BONDED CREDIT COMPANY

F. Wallace

FW:lw

RECEIVED
NOV 7 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 30 1951
FOR FILING

October 25, 1951

Inter-City Sand & Gravel Company
3698 U. S. 99 South
Eugene, Oregon

Gentlemen:

As per telephonic request of Mrs. Sig Moe, I furnish you herein information relative to materials produced by the Inter-City Sand and Gravel Company on the Drake Creek-Adel Section, Contract No. 3439.

As of the August 5 Estimate, there were 7,000 cubic yards of 1½" - 0" crushed rock in stockpile, for which allowance of $1.35 per cubic yard was made, or a total of $9,450.

The September 5 Estimate showed stockpile quantities of 10,000 yards of 1½" - 0" crushed rock and 3,000 yards of 3½" - 1¼" crushed rock, which, at a value of $1.35, totals $17,550.

The October 5 Estimate, which is the last one received, shows a total now in stockpile of 13,000 yards of 1½" - 0" crushed rock and 6,000 cubic yards of 3½" - 1¼" crushed rock, which, at $1.35 per yard, totals $25,650, this being the total rock produced up to October 5.

Payments have only been made to date for the 7,000 yards shown on the August 5 Estimate, which would leave a balance of 12,000 yards as of date not paid for.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Rock on Hand

Alaska Creek - Adel Contract (Contract No. 3439)

August 5 Estimate

7,000 yards 1½"-0" Cr. Rock @ $1.35 = $9,450.

September 5 Estimate

10,000	yards	1½"-0" Cr. Rock	@ 1.35	$13,500
3,000	yards	3½"-1¼" Cr. Rock	@ 1.35	4,050
13,000				$17,550

October 5 Estimate

13,000	yards.	1½"-0" Cr. Rock	@ 1.35	$17,550
6,000	yards.	3½"-1¼" Cr. Rock	@ 1.35	8,100
19,000.				$25,650

October 24, 1951.

RECEIVED
FOR FILING

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

October 24, 1951.

RECEIVED

State Highway Commission,
Salem, Oregon.

Gentlemen:

Your letter of October 22, 1951, is acknowledged. I wish to call your attention to the flume which I wrote you about, is the property of the O'KEEFE Ranch and CHARLES CLELAND and not Charles CRUMP. The Crump ditch is a separate and distinct ditch.

I hope that we may have early action in this matter.

Very truly yours,

Theodore R. Conn

TRC-mm

cc- W. E. Chandler, State Highway Department, Bend, Ore.
Henry O'Keeffe, Adel, Oregon.
Charles Cleland, Adel, Oregon.
Mr. Graue, State Highway Dept., Lakeview, Ore.

RECEIVED
FOR FILING

October 22, 1951

Mr. Theodore R. Conn
Attorney at Law
Wilcox Building
Lakeview, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 16, which was a follow-up of previous letters having reference to irrigation water for the ranches of O'Keefe and Crump, which you state were impaired by construction work performed by Spada Brothers on the Drake Creek-Adel Section.

We have been unable to get earlier action on this matter for the reason that Spada Brothers defaulted on their contract some two months ago, and all work on the project came to a standstill. We have recently, in cooperation with the bonding company, awarded a contract to Karl F. Jacobsen and Jack Arenz for the completion of this section of highway, and these contractors are now actively prosecuting the work.

By copy of this letter I am asking Mr. W. E. Chandler, Division Engineer at Bend, to take such steps as are necessary to put the irrigation facilities in a workable condition.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. W. E. Chandler

Mr. Smith: Please advise me as soon as the irrigation facilities have been put in workable condition. Also, please make arrangements with the contractor to do this at an early date.

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

October 16, 1951.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I have been consulted by Henry O'Keeffe and Charles Crump, of Adel, Oregon, relative to the damage to their irrigation system, as a result of the construction work conducted by Spada Bros., your contractor, and by the present operator on the job.

At the mouth of Deep Creek, the irrigation water for the ranches of O'Keeffe and Crump, are conducted through a ditch, across the channel of Deep Creek by means of a flume, and thence around the hill through a pipe and again in a ditch on to the premises of these two men.

During the construction of Spada Bros., a great quantity of rock was dumped into the channel of Deep Creek last fall, thereby diverting the current against the piers supporting the irrigation flume across the creek. During the spring run-off, which was nothing out of the ordinary, the main current of the stream was thrown against the piers, causing considerable damage to the piers. The placing of rock there before, also damaged the flume proper.

There has been some little work done by someone in cleaning out the channel of Deep Creek, but these operations are, in the opinion of my clients, wholly inadequate, and the channel has been narrowed by more than one-half, by reason of the highway fill and debris thrown in the creek. The work so far that has been done on the channel, has been merely the matter of bull-dozing the debris out of the low water channel and up on to the bank. This of course narrows the bank, and this rock so bull-dozed out of the channel, will wash away during the next heavy spring freshet.

Most recently, by blasting operations, the stringers under the flume have been broken, causing it to sag, and unless immediate action is taken, further damage will result.

Further down the ditch, there was an installation of pipe to carry the water across a shale rock slide. This pipe has been damaged, and although Spada Bros., promised to correct this, nothing has been done. The pipe still remains crushed and in bad condition. Below the pipe there is considerable amount of rock and debris in the channel and someone has attempted to build what appears to be an inadequate rock wall, to prevent sloughing of the bank into the ditch.

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

Oregon State Highway Commission
Salem, Oregon.

None of the work done so far is satisfactory, and unless this whole general area is repaired, a much greater damage will be suffered by these water users, during the next irrigation season.

It is probably needless to tell you that the time within which these repairs should be made, is growing very short. Our winters come early in this country, and freezing nights are already occurring.

This matter has been called to your attention before, and we have been promised immediate action, and a complete repair of this job. To date we have not received a fulfillment of this promise.

I am sending this letter to you in duplicate, so that the claims herein made may be passed on to Spada Bros., or their bonding company.

It is not my desire to institute any action or to seek any injunctive relief in this matter, but my clients expect, and are entitled to receive, immediate action from someone in authority.

Very truly yours,

Theodore R. Conn

TRC-mm
1 enc.

cc-Att: Mr. Chandler, State Highway Dept., Bend, Oregon.

cc-Att: Mr. Graue, State Highway Dept., Lakeview, Oregon

cc- Chas. Cleland, Adel, Oregon.

cc- Henry O'Keeffe, Adel, Oregon.

RECEIVED
OCT 23 1951
FOR FILING

October 18, 1951

Columbia Equipment Company
1240 Southeast Twelfth Avenue
Portland 14, Oregon

Attention: Mr. F. L. Jerome, Executive Vice President

Gentlemen:

This is in reply to your letter of October 17, 1951 concerning the unpaid claim for repair parts furnished to Spada Brothers on the Drake Creek-Adel Section of the Warner Secondary Highway, known to us as Contract No. 3439.

When we have received your statement of claim, we will enter it in our records and advise the Glens Falls Indemnity Company through their agent Amerata & Schram, 440 Mead Building, Portland 4, Oregon that it has been received. As you may know, the State does not make payments direct to claimants, but looks to the contractor and the surety to see that all bills in connection with the contract are paid. This contract has not yet been completed.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
Floyd Query
Acting Secretary

FQ:ls

COLUMBIA EQUIPMENT COMPANY
[illegible] 410 Central Blvd. TELEPHONE EAST 7148 SEATTLE [illegible] 23rd Ave. So.
1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

October 17, 1951 WRITTEN FROM Portland Office

File: Collection
Subj: Spada Brothers,
Portland, Oregon.

Oregon State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

During the past several months, we have furnished a number of repair parts to the subject contractor, for use on their State Highway job awarded them last fall, described as the Drake Creek-Adel section of the Warner secondary highway in Lake County, Oregon. Apparently, we will have to file claim for the non-payment of such bills, and in order to do so, we need the contract number assigned to this job.

A Stamped envelope is enclosed, and hope it will be convenient to furnish us with the desired information, for which we thank you in advance.

Yours truly,

COLUMBIA EQUIPMENT COMPANY

F. L. Jerome

F. L. Jerome
Exec. Vice President

FLJ:bn
Enclosure 1
cc: F. L. Jerome, Jr.

RECEIVED
FOR FILING

October 16, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the State Industrial Accident Commission against Spada Brothers. This claim, in the sum of $1,379.71, is for unpaid payroll contributions owed by the contractor on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

We pass this information on to you as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-15
Attach.
cc - Amerata & Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

NOTED ON CARD

State Industrial Accident Commission
Salem, Oregon

Form 69

October 11, 1951

Oregon State Highway Commission
Salem, Oregon

Re: Firm No. 112772-A
Spada Brothers
8507 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,379.71, based on a payroll audit for the period December 1, 1950, through August 31, 1951, against the bond taken from Spada Brothers and the surety, Glenn Falls Indemnity Company, for the work performed under special Highway contract number 3439, along the Warner Secondary Highway approximately three miles from Adel, Oregon.

The above amount is the amount due the Commission as audited from the payroll records of Spada Brothers and is believed to be the total amount due unless additional payrolls should be disclosed at some later date.

Very truly yours,

COLLECTIONS DIVISION

H. E. OSBORN
H. E. Osborn
Assistant Commissioner

JSF:pf

cc Secretary of State
Capitol Building
Salem, Oregon

Glenn Falls Indemnity Company
Amerata & Schram
440 Mead Building
Portland, Oregon

Endorsed:
FILE NO. 3298
FILED OCT. 12, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

Earl T.
211

Mrs Lewis

October 16, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of your letter dated October 12, and three copies of a claim filed with your office by the Shell Oil Company against Spada Brothers on State Highway Contract No. 3439. The claim, which is in the amount of $6,669.40 plus attorney's fees, bears your file No. 3299.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 10-15

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 12, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Shell Oil Company, for petroleum products delivered in the sum of $6,669.40, against the bond taken from Spada Brothers, principal, and Glens Falls Indemnity Company as surety, for the work of grading and oil mat surfacing of the road #431 - Warner Secondary Highway, Section Drake Creek-Adel in Lake County - Oregon State Highway Project #3439, our file No. 3299.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FOR FILING

124.(.)
3487

Mrs Lewis

October 16, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Shell Oil Company against Spada Brothers. This claim, in the sum of $6,669.40 plus $1,000.00 attorney's fees, is for petroleum products delivered to Spada Brothers on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided inasmuch as your Company appears as surety on the performance bond provided with the above-described contract.

Very truly yours

GEO. CO. STATE HIGHWAY COMMISSION

Secretary

FAG:w' 10-15
Attach.

cc - Averata & Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

October 10, 1951

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY has a claim in the sum of Six Thousand Six Hundred Sixty-Nine and 40/100 ($6,669.40) Dollars against the bond taken from Spada Brothers, as principal, and Glens Falls Indemnity Company, as surety, for the work of grading and oil mat surfacing of the road #431 - Warner Secondary Highway, Section Drake Creek-Adel in Lake County - Oregon State Highway Project #3439.

Said Claim is for petroleum products delivered to Spada Brothers, contractor, in the construction of said above described job.

In the event said Claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of One Thousand ($1000.00) Dollars as attorney's fees and costs.

Dated this 10th day of October 1951.

SHELL OIL COMPANY

By R. H. FORBES

State of Oregon)
County of Multnomah) ss

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

R. H. FORBES

Subscribed and sworn to before me
this 10th day of October, 1951.
S. A. Johnson
(Notarial Seal)

cc: Spada Brothers, 8507 NE Columbia Blvd. - Portland, Ore.
Glens Falls Indemnity Co., c/o Amerata & Schram, Agent
440 Mead Bldg., Portland 4, Oregon

Endorsed:
FILE NO. 3299
FILED OCT. 12, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

Two Lens

October 16, 1951

O. K. Rubber Welders
P. O. Box 310
Lakeview, Oregon

Gentlemen:

This is to acknowledge your letter of October 12th advising that Spada Brothers owe you $62.50 in connection with their operations on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County known as State Highway Contract No. 3439. This contract is not yet completed.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we will advise the surety, Glens Falls Indemnity Company through Amerata and Schram, 440 Mead Building, Portland 4, that your claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-15
Attach.

O.K. Rubber Welders

Complete **TIRE** Service

P. O. BOX 310
PHONE 1412
LAKEVIEW, OREGON
*
MORTON & MULLIN

RECAPS * **REPAIRS** * **NEW** * **USED** * **Coast to Coast**

October 12, 1951

3439

Oregon State Highway Commission
319 State Office Building
Salem, Oregon
Attn: Mr. L. B. Glayer

Dear Mr Glayer:

We had a bill for Spada Bros. Construction Company which they charged while working on the Warner Valley Road. Enclosed is a copy of their balance, which the State Engineer here in Lakeview said to forward to you.

We would appreciate your attention to this matter.

Yours truly,
M Morton
O. K. Rubber Welders

RECEIVED
OCT 15
SECRETARY

RECEIVED

Lakeview's Leading Tire Store

...ION & MULLIN

O.K. Rubber Welders

Complete **TIRE** Service

Phone 1412 — P. O. Box 310

Lakeview, Oregon

Sign of the Best

RECAPS ★ REPAIRS ★ NEW ★ USED ★ Coast to Coast

CUSTOMER'S ORDER NO.

DATE Oct- 1- 19-57

SOLD TO Spade Bros. Const. Co-

ADDRESS

MDSE. SOLD				MDSE. RET'D				RECD. ON ACCT-NOTE		MISC'L		PAID OUT	
CASH		CHARGE		CASH		CREDIT							

QUAN-TITY	NUMBER	ARTICLES	PRICE	AMOUNT	
		Balance due -		62	50

1

3965 SALESMAN REC'D BY

National Salesbook ... Omaha, Nebr.

RECEIVED
FOR FILING

October 16, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of October 12 to which was attached three copies of a claim filed with your office by the State Industrial Accident Commission. This claim which is in the amount of $1,379.71 is for unpaid contributions due from Spada Brothers on State Highway Contract No. 3439, your file 3298.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 10-15

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

437

Oct. 17, 1941

Mr. H. B. Gleisner, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed us of this date a notice of claim by State Industrial Accident Commission, for contributions in the sum of $1,379.71, against the bond taken from Spada Brothers, principal, and Glenn Falls Indemnity Company, surety, for the work performed under special Highway Contract No. 3439, along the Lamer Secondary Highway approximately three miles from Mel, Oregon, our file No. 3298.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

EP:M
Enc.

RECEIVED
OCT 1 - 1951
FOR FILING

3421

October 16, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a statement of claim from C. K. Rubber Welders, P. O. Box 310, Lakeview, Oregon, stating that Spada Bros. owe them $62.50 in connection with State Highway Contract No. 3439 awarded to Spada Bros. for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

[illegible] STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Averata & Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
FOR FILING

October 16, 1951

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Gordon Smith Motors, Inc., against Spada Brothers for equipment repairs furnished to the contractor on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. The claim is in the sum of $35.89.

This information is provided your Company inasmuch as it appears as surety on the performance bond furnished with Contract 3439.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:sm
Attach.

cc - Amerata & Schram
440 Mead Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
FOR FILING
ADMIN
3439

October 16, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of October 15 to which was attached three copies of a claim filed with your office by Gordon Smith Motors, Inc., against Spada Brothers in the sum of $35.89 for repairs to equipment on State Highway Contract No. 3439, your file No. 3300.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 15, 1951

Mr. H. E. Claisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Gordon Smith Motors, Inc., for materials purchased for repairs to equipment in the sum of $35.89, against the bond taken from Spada Brothers, Principal, and Glen Falls Indemnity Company, Surety, for State Highway Contract No. 3499, for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, our file No. 3300.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

MF:L
Enc.

RECEIVED
1951
FOR FILING

INDUSTRIAL ACCIDENT COMMISSION

SALEM, OREGON

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

October 11, 1951

REFERRED TO
Yeager
A. H. MAISON, Ass't. Auditor

Oregon State Highway Commission
Salem, Oregon

Re: Claim No. 1127.2-A
[illegible]
[illegible]
Portland 12, Oregon

Gentlemen:

[illegible] State Industrial Accident Commission, [illegible] $2,252.71, [illegible] October 27, 1951, [illegible] and the same, [illegible] Portland, Oregon, for the work performed under [illegible] Contract No. 2438, also the Banner Secondary [illegible] Grant [illegible] Portland, Oregon.

[illegible] from the payroll records of [illegible] total [illegible] the above official records [illegible] date.

[illegible]

[illegible]

[illegible]

JM:mf

cc Secretary of State
Capitol Building
Salem, Oregon

[illegible]
[illegible]
[illegible]
Portland, Oregon

RECEIVED
FOR FILING

Mrs Lewis

October 10, 1951

Klamath Powder and Equipment Company
P. O. Box 938
Klamath Falls, Oregon

Gentlemen:

This is to acknowledge receipt of your statement showing that Spada Bros. owe you $271.38 for drill steel and equipment rental furnished to them on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, known as State Highway Contract No. 3439. Your claim will be noted in our records and we will advise the Glens Falls Indemnity Company who provided the performance bond that the claim has been received. As you may know, the State does not make payments direct to claimants on contracts but looks first to the principal contractor and to the bonding company to see that all claims in connection with a contract are paid.

This contract has not yet been completed, but if you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

STATEMENT

Klamath Powder & Equipment Co.

P. O. BOX 938 TELEPHONE 2-3181
KLAMATH FALLS, OREGON

MACHINERY RENTALS
SALES AND SERVICE

JOBBERS FOR DUPONT
EXPLOSIVES AND ACCESSORIES

DATE 10/1/51

Spader Brothers

Lakeview, Oregon

Oregon State Hwy.
Contract
Drake Creek-Adel
Section, Warner
Secondary Hwy.
Lake County

TERMS: NET CASH

DATE		DETAIL	DEBITS	CREDITS	BALANCE
7/30/51	# 654	3 only 7/8 x 4' Drill Steel	@ $5.25 ea.		$15.75
		3 only 7/8 x 6' " "	@ 6.65 ea.		19.95
		3 only 1 x 6' " "	@ 7.65 ea.		22.95
8/7/51	# 677	114 feet 1" 6x19 IWRC Reg.Lay T/L IPS	@ .6248 ft.		71.23
8/31/51	# 756	2 weeks rental 160 Davey compressor	@ 70.75 wk.		141.50

Balance past due - $271.38

(We have not received payment on this statement on)
(the above Oregon State Highway Contract.)

RECEIVED
FOR FILING

Mrs Lewis

October 10, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a statement of claim from the Klamath Powder and Equipment Company, P. O. Box 938, Klamath Falls, Oregon, in which they state that Spada Brothers owes them $271.38 for drill steel materials and equipment rental furnished on Spada Brothers contract on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, our Contract No. 3439.

This information is passed on to your Company inasmuch as it appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

RECEIVED
OCT 1 - 1951
FOR FILING

September 28, 1951

Gordon Smith Motors, Inc.
Box 391
Lakeview, Oregon

Gentlemen:

We have your letter of September 25, to which was attached a statement showing that Spada Brothers owe you $35.89 for repairs to their equipment on the Drake Creek-Adel Contract. This contract is known in our records as State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

As you may know, each State Highway contractor to whom a contract is awarded is required to furnish a performance bond for the contract. This bond assures not only completion of the job, but payment of all bills incurred in connection with it. Surety in this contract is the Glens Falls Indemnity Company, and their agent is Amerata and Schram, 440 Mead Building, Portland 4, Oregon.

The contract has not yet been completed. We will notify the surety and the contractor that your claim has been received and also note it in our records. If you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached an excerpt from the Oregon laws outlining the necessary procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:je

NOTED ON CARD

September 28, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

We have received a letter and a statement from Gordon Smith Motors, Inc. of Lakeview, Oregon, advising that Spada Brothers owe them the sum of $35.89 for repairs to Spada Brothers' equipment on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, State Highway Contract No. 3439.

This information is forwarded to your company as it appears as surety on the performance bond furnished in connection with contract 3439.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:je

cc: Amerata and Schrem
440 Mead Building
Portland 4, Oregon

cc: John M. Coke
1012 Yeon Building
Portland 4, Oregon

cc: Spada Brothers
3507 N. E. Columbia Blvd.
Portland 20, Oregon

STATEMENT

GORDON SMITH MOTORS, INC.

TELEPHONE 81

Ford • Mercury • Lincoln

LAKEVIEW, OREGON

Spada Brothers
Box 510
Lakeview, Oregon

DATE	DETAIL	DEBITS	CREDITS	BALANCE
7/51	Balance			35.89

FORD

GORDON SMITH MOTORS, INC.

the one fine car in its field

BOX 391
LAKEVIEW, OREGON
PHONE 81

September 25, 1951

3439

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Inclosed please find statement to Spada Brothers for supplies purchased by them for repairs to their equipment used on the Drakes Creek-Adel contract.

Several statements have been sent to Mr. Spada but to date he has made no arrangements to take care of this account.

Very truly yours,
GORDON SMITH MOTORS, INC.
J. E. Calderwood
J. E. Calderwood, Manager

JEC:jg

BY SECRETARY

RECEIVED
OCT 1 - 1951
FOR FILING

Miss Lewis

September 27, 1951

Cascade Equipment Company
3871 Royal Road
Eugene, Oregon

Attention: E. J. Trick,
Manager

Gentlemen:

This is to acknowledge receipt of your letter of September 22nd, and accompanying statements showing that Spada Bros. owe your company $5,926.50 for equipment rental on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

We note that you have sent copies of the statement to the surety the Glens Falls Indemnity Company. If you feel it advisable to protect your claim for a period longer than six months following completion and acceptance of the job by the Commission it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon laws outlining the necessary procedure.

Your claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:jo

September 27, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

We have received a letter dated September 22nd, from Cascade Equipment Company, 3871 Royal Road, Eugene, Oregon, advising that Spada Bros. owe them $5,926.50 for rental of equipment furnished to the contractor on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the performance bond furnished with the above described contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:je
Encl.

cc: Amerata & Schram
440 Mead Building
Portland 4, Oregon

cc: John N. Coke
1012 Yeon Building
Portland 4, Oregon

cc: Spada Brothers
3507 N. E. Columbia Boulevard
Portland 20, Oregon

NOTED ON CARD
9-27-51 C

NEIL R. MILLER

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

TELEPHONES 4-2508 OR 4-2114 TELETYPE EG-116

3871 ROYAL ROAD

EUGENE, OREGON

September 25, 1951

Oregon State Highway Department
Salem, Oregon

Attention: E. P. Blaisyer, Secretary

Dear Sir:

Enclosed herewith payment to Wade Bros. for rentals due us on their Contract No. [illegible].

We have billed Wade Bros. as rentals became due and have not received any payments on rentals. Other copies of the enclosed papers have been sent to Alaska Pacific Indemnity Company, Bondsman for [illegible].

Please advise if there is any further information you desire in connection with this matter.

Very sincerely yours,

CASCADE EQUIPMENT CO.

BY: E. J. Trick

E. J. Trick, Jr. Rental-Sales

EJT/dw

REFERRED TO
BY SECRETARY

...STRONG

NEIL R. MILLER

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

TELEPHONES 4-2508 OR 4-2114 TELETYPE EG-116

3871 ROYAL ROAD

EUGENE, OREGON

September 17, 1961

SPAIN BROS. - TIRE DAMAGE

Tire-Size, Serial No., Mfg.	Condition at Start of Rental	Condition at end of rental	Tire damage chargable to rental	Cost	Tire Damage chargable
10:00 x 20 General 16-Ply Serial 1T705275	95%	75%	20%	$163.96	$ 33.00
10:00 x 20 General Serial ATE-086296	50%	Junk	50%	169.96	80.98
18:00 x 24 Goodrich 20-Ply Serial 1245 ELE	20%	10%	10%	731.54	73.15
18:00 x 24 General 20-Ply Serial A1Y-150395	20%	10%	10%	731.54	73.15
10:00 x 20 General	50%	Junk	50%	169.96	84.98
10:00 x 20 Gillette (taken onto job after rental started) Serial 17912	100%	40%	60%	169.96	101.97
18:00 x 24 Fisk 20-Ply Serial HV1515	95%	75%	20%	781.54	156.31
18:00 x 24 General 20-Ply Serial CA1Y070995	40%	10%	30%	781.54	234.46
				TOTAL	$819.00

PHONES
4-6508 OR 4-6300

TELETYPE
EG-116

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

C. H. STRONG — NEIL R. MILLER
E. J. TRICK, MANAGER

3671 ROYAL ROAD
EUGENE, OREGON

September 15, 1951

Spada Bros.
8507 N. E. Columbia Blvd.
Portland 13, Oregon

STATEMENT OF ACCOUNT AT THE TERMINATION OF RENTAL OF 2 - KOEHRING WD-80 DUMPTORS ON AUGUST 10, 1951:

June 8, 1951 Rental Invoice	$ 1,602.40
June 19, 1951 " "	1,602.40
August 14, 1951 " "	1,869.55
	$5,074.35
Charge for tire damage per attached schedule	819.00
1 New Master Cylinder for brakes, not used and not returned	33.15
	$5,926.50

State of Oregon)
) ss:
County of Lane)

We hereby certify that the equipment rental and materials represented by the attached invoices were delivered to, furnished for or consumed on Spada Bros. Contract No. 3459 with the State Highway Commission of Oregon, for grading and surfacing Drake Creek - Adel Section of the Warner Secondary Highway, Lake County Oregon.

We further certify that all credits have been applied.

CASCADE EQUIPMENT CO.

BY: E. J. Trick
E. J. Trick, Accountant

Sworn to before me this 24th day of September, 1951.

A. M. Wincher

NOTED OF RECD
9-25-51

1955

August 25, 1951

Koehring Dumptor
Model WD-60
Serial D2352

L. F. 1000-20 General
No Serial
No Good - Junk

R. F. 1000-20 General Capped
Serial ATS-096295
Smooth - Old Tire - Junk

L. R. 1800-24 Goodrich Universal 20 Ply
Serial 1243BLE
Smooth - Some cuts to carcass.
Needs cap. Section and Reinforcement.

R. R. 1800-24 General LCM 20 Ply
Serial A1Y-130395
Smooth - Some tread cuts. Needs section & cap.

Koehring Dumptor
Model WD-60
No. 2555

L. F. 1000-20 14 Ply General LCM
Serial 1TY05275
75% Tread. Tread Cuts - none to carcass.

R. F. 1000-20 12 Ply Gillette
Serial 179126X
40% Tread. Tread cut up badly. No cuts to carcass.

L. R. 1800-24 20 Ply Fisk
Serial HV1515
75% Tread. Some tread cuts. None to carcass.

R. R. 1800-24 20 Ply General
Serial CA1Y-76396
Smooth Tread cut up. 1 Sidewall cut in carcass.
Needs repair & Recap.

STRONG

NEIL R. MILLER

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

TELEPHONES 4-2508 OR 4-2114 TELETYPE EG-116

3871 ROYAL ROAD

EUGENE, OREGON

August 14, 1961

Spada Bros.
8807 N. E. Columbia Blvd.
Portland, Oregon

RENTAL STATEMENT

Rental 1 - Model WD-60 Koehring Dumpter.		
Period: June 27 thru July 26, 1961		
1 Month		$ 800.00
Period: July 27 thru August 10, 1961		
15/30 Month		400.00
Rental 1 - Model WD-60 Koehring Dumpter.		
Period: July 17 thru August 10, 1961		
26/30 Month		666.75
		$1,866.75
	Insurance	2.80
		$1,869.55

TELETYPE
EG-116

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

C. H. STRONG — NEIL R. MILLER
E. J. TRICK, MANAGER

3871 ROYAL ROAD
EUGENE, OREGON

June 19, 1951

Spada Bros.
8507 N. E. Columbia Blvd.
Portland, Oregon

RENTAL INVOICE

Rental 1 - Model WD-60 Koehring Dumpter for the period from May 27 to June 26, 1951, Inclusive	$ 800.00
Rental 1 - Model WD-60 Koehring Dumpter for the period from June 17 to July 16, 1951, Inclusive	800.00
	$1,600.00
Insurance	2.40
TOTAL	$1,602.40

RENTALS ARE NET AND ARE DUE IN ADVANCE

NEIL R. MILLER

CASCADE EQUIPMENT CO.

CONSTRUCTION EQUIPMENT RENTALS, SALES AND SERVICE

TELEPHONES 4-2508 OR 4-2114 TELETYPE EG-116

3871 ROYAL ROAD

EUGENE, OREGON

June 8, 1951

Spada Bros.
8607 N. E. Columbia Blvd.
Portland, Oregon

RENTAL STATEMENT

Rental 1 - Model WD-60 Koehring Dumptcre for the period from April 27 to May 26, 1951, Inclusive	$ 800.00
Rental 1 - Model WD-60 Koehring Dumptor for the period from May 17 to June 16, 1951, I_clusive	800.00
Insurance	2.40
	$1,602.40

April 23, 1951

Koehring Dumptors
Model WD-60
Serial No's.: D2352 - 2555

To go on rental to Spada Bros.

#2352

10:00 x 20 General 14-Ply
Serial - None
Poor condition - needs replacement

10:00 x 20 General 14-Ply
Serial 1TY03275
Good condition, 95% Tread

18:00 x 24 Fisk 20-Ply
Serial HV1515
Almost new - 95% tread

18:00 x 24 General 20-Ply
Serial A1Y-130595
Sound Condition, Few tread cuts, 20% tread

#2555

10:00 x 20 General - 14-Ply
Serial - None
No Cuts - 50% Tread

10:00 x 20 General 14-Ply
Serial ATS-096295
Fair Condition, 30% Tread

18:00 x 24 Goodrich 20-Ply
Serial 1243 BLE
Fair Condition, 20% Tread

18:00 x 24 General 20-Ply
Serial QA1Y078996
Good condition, 40% tread

RECEIVED
SEP 21 1951
FOR FILING

cc Attorney John Coke
cc Mr. W. C. Williams

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

I - 241(1)
3429

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 19, 1951

Mr. Guy F. Hughes
Attorney at Law
421 S. E. 80th Avenue
Portland, Oregon

NOTED
W. C. WILLIAMS

Registered Mail

Dear Sir:

Your letter dated September 17, addressed to the Highway Commission, in which you, on behalf of Richard C. Spada, described two pieces of equipment which you say are owned by Mr. Spada and are involved in the contract now in default, has just been handed to me for my attention.

You also wrote a letter under date of September 17 in which you attempt to impose on the Commission responsibility with respect to any equipment left on the job when Spada Bros. abandoned the job.

Please be advised that notwithstanding the information or notice served on Spada Bros. with respect to the abandonment of the job and notwithstanding the provisions in the contract relative to the right of the State under the annulment clause of the contract to take possession of the premises and the materials and equipment thereon, you are now advised that the equipment left on the ground by the contractors is of no value to the State or the State Highway Commission and therefor none of the equipment has been taken over by the State but all of the equipment left there by Spada Bros. is still on the premises, and Spada Bros. are now advised that the responsibility with respect to such equipment is with the contractors and not with the State or its Highway Commission.

By an election on the part of the Commission to not take possession of any equipment, the Highway Commission is not in any way impairing the right, authority and privilege of the Glens Falls Indemnity Company as surety on the contractor's bond to make claim to the equipment or take possession of the same.

Very truly yours,

J. M. DEVERS
Chief Counsel

JMD:ZAC
cc Spada Bros.
8507 N.E. Columbia Blvd.
Portland 20, Oregon

RECEIVED
FOR FILING

[illegible]
3439

September 14, 1951

Mr. Theodore R. Conn
Wilcox Building
Lakeview, Oregon

Dear Mr. Conn:

Glens Falls Indemnity Company through their agent, Amerata and Schram, 440 Mead Building, Portland 4, Oregon, provided the performance bond furnished with Spada Brothers Contract No. 3439, for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

Spada Brothers address, as we have it, is 8507 N. E. Columbia Boulevard, Portland 20.

This is in reply to your letter of September 12 requesting the above information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

3439

September 12, 1951.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I brought a suit against Jim North, for Van Thompson, to whom he was indebted.

Mr. North was employed by Spada Bros., and garnishment was served upon Spada Bros., to collect from North $29.55, together with interest at the rate of 6% from July 31, 1951 until paid, and for the costs and disbursements.

Spada Bros. never returned the Garnishment to the Sheriff and shortly left Lakeview.

I assume that the Bonding Company or Spada will be liable on this obligation, but I do not know the name of the Bonding Company and would therefore appreciate being advised by you of the name and address of the Bonding Company.

Very truly yours,

TRC-mm

Theodore R. Conn

RECEIVED
SEP 13 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILES
S-14-14

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

September 13, 1951

NOTED
W. C. WILLIAMS

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
1012 Yeon Building
Portland, Oregon

Gentlemen:

Reference is made to Contract No. 1439 entered into November 21, 1950, between Spada Bros. and the Oregon State Highway Commission for construction of 6.98 miles of highway roadbed grading and oil mat surfacing on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, Oregon. We understand that this contract is now in default, has been terminated by the State Highway Commission under that portion of Section 7-7 of the general provisions of the specifications which provides that

> "the Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient."

and that performance of the balance of the work necessary to fulfill the contract obligation has been tendered to the Glens Falls Indemnity Company for completion as surety on the bond.

Complying with your request, we are pleased to submit our proposal to cover the performance of that portion of the work on the above project that remains unfinished and must be completed under the contract terms, as follows:

(1) We agree to furnish all superintendence, labor, materials (except culvert, irrigation and drain pipe and fittings), tools and equipment necessary to complete all work called for under Items 1 to 21, both inclusive, as listed in the "Schedule of Contract Prices" in the said State Highway Contract and in accordance with specifications included therein applicable to said items of work or as required by the Resident State Highway Engineer, but not in excess of the magnitude of the work called for by the original plans, for the lump sum of $61,000.00 — payments to be made periodically as the work progresses, based on the proportion of completion as certified by the State Engineer and with any unpaid balance

of said lump sum amount due and payable upon completion and acceptance by the State Highway Engineer of that portion of the work covered by Items 1 to 21, both inclusive, comprehended by this proposal.

(2) We agree to furnish all superintendence, labor, materials, tools and equipment necessary to perform all work called for under Items 22 to 33, both inclusive, as listed in the "Schedule of Contract Prices" in the said State Highway Contract and in accordance with the terms and specifications included therein as applicable to said items of work, it being understood that we will be paid for all work so performed on the basis of quantities allowed in Monthly and/or Final Progress Estimates of the State Highway Engineer for the respective items of work at the unit prices set forth in the "Schedule of Contract Prices" as follows:

Item No.	Classification	Estimated Quantity	Unit	Unit Price	Amount
22.	Concrete Sight Posts	50	Each	12.00	600.00
23.	1½" - 0" Material in Subbase	16,000	Cu. Yds.	2.15	34,400.00
24.	3½" - 1¼" Rock in Base	12,900	Cu. Yds.	2.15	27,735.00
25.	3/4" - 0" Rock in Base and Shoulders	6,400	Cu. Yds.	2.10	13,440.00
26.	Sprinkling	980	M-gals.	1.75	1,715.00
27.	Preparation of Base	6.98	Miles	200.00	1,396.00
28.	Furnishing and Placing Aggregates	4,200	Cu. Yds.	3.80	15,960.00
29.	Furnishing and Placing 150-200 Asphalt	340	Tons	41.00	13,940.00
30.	Furnishing and Placing RS-1 Emulsified Asphalt	90	Tons	44.00	3,960.00

Item No.	Classification	Estimated Quantity	Unit	Unit Price	Amount
31.	3/4" - ½" Crushed Material in Stockpile	1,000	Cu. Yds.	2.10	2,100.00
32.	½" - ¼" Crushed Material in Stockpile	1,000	Cu. Yds.	2.10	2,100.00
33.	¼" - #10 Crushed Material in Stockpile	500	Cu. Yds.	2.10	1,050.00

payments to be made periodically as the work progresses at the same time and in the same proportion as remittances are received by you from the State of Oregon for said work, excepting only that payments shall not be excused by reason of failure on the part of the State to remit due to breaches or defaults other than our own. It is understood that we will assume and take over the subcontract entered into between Spada Bros. and the Intercity Sand and Gravel Company approved and on file with the State Highway Department, for the production and placing, either on the roadbed or in stockpile, as the case may be, all crushed rock materials that are to be furnished under Items 23, 24, 25, 28, 31, 32, and 33 listed above; provided, however, that all amounts that have been allowed to date in Progress Estimates issued by the state as payment to apply on work performed by the subcontractor for production of crushed rock required under said work items has been paid in full to the subcontractor, without reservation, except only as to retained percentage withheld by the state, or that any unpaid balance of said amount be so paid as a condition precedent to acceptance of this proposal.

It is understood that we will conduct and prosecute the work herein above described in a manner satisfactory to the Resident State Highway Engineer or as provided by the plans and specifications therefor, and that each and every requirement of said Contract No. 3439 governing hours of employment, wage rates, coverage of employees under the Workman's Compensation Act of the State of Oregon, methods of prosecuting the work, and such other provisions as are pertinent to the work herein described shall govern the prosecution of the work to be performed hereunder as though herein fully set forth.

While it is our intention under Proposal (1) above to complete all work called for under Items 1 to 21, both inclusive, of the State Contract and to repair any damage that may have been suffered by said work prior to our taking over the project, it is understood that we will not assume liability for injury, real or alleged, suffered by persons or private property prior to the start of our operations on the project, nor will we accept any responsibility for disposition of any claims, actions at law or suits in equity that may have been initiated in connection therewith. It is further understood that we have not included in our

proposal and are not to be held liable for the cost of returning any equipment owned, leased, rented, or under purchase agreement by Spada Bros. that may still be located at the site of the project not withstanding the fact that arrangements may be made with the owners of all or any part of said equipment for use in performance of the work covered by this proposal, and that we are likewise to be held harmless for any and all debts for labor, taxes, insurance, materials, rentals, services, supplies or other costs or expenses incurred by Spada Bros. and/or others prior to the start of our operations on this project.

Contract No. 3439 calls for completion not later than August 31, 1951, and provides for certain penalties in form of engineering expense incurred in connection with the work during the period of extension, in the event of failure to complete within the contract time limit. In this connection, it is understood that in the event contract is awarded us for completion of this project, we are to be granted extension of time without penalty for performance of the work called for under this proposal as follows: (1) Until December 1, 1951; (2) Until June 30, 1952, providing weather conditions existing in the area next spring will allow start of oil mat surfacing operations in time to permit completion by normal procedure within that date.

Yours very truly,

PARKER-SCHRAM COMPANY

By

CAS/dp

WC Williams

RECEIVED
1951
FOR FILING

5-24 / (4)
C
O
P
Y

CASCADE EQUIPMENT COMPANY

3671 Royal Road
Eugene, Oregon

September 13, 1951

Spada Bros.
8507 N. E. Columbia Blvd.
Portland 13, Oregon

NOTED
W. C. WILLIAMS

STATEMENT OF ACCOUNT AT THE TERMINATION OF RENTAL OF 2 - KOEHRING WD-60 DUMPTORS ON AUGUST 10, 1951:

June 8, 1951 Rental Invoice	$1,602.40
June 19, 1951 " "	1,602.40
August 14, 1951 " "	1,869. 55
	$5,074.35
Charge for tire damage per attached schedule	819.00
1 New Master Cylinder for barkes, not used and not returned	33.15
	$5,926.50

State of Oregon)
(ss:
County of Lane)

We hereby certify that the equipment rental and materials represented by the attached invoices were delivered to, furnished for or consumed on Spada Bros. Contract No. 3439 with the State Highway Commission of Oregon, for grading and surfacing Drake Creek-Adel Section of the Warner Secondary Highway, Lake County Oregon.

We further certify that all credits have been applied.

CASCADE EQUIPMENT CO.

By: /s/ E. J. Trick
E. J. Trick, Accountant

Sworn to before me this 24th day of September, 1951.

S E A L

/s/ D. M. Winther
My Commission Expires July 22, 1955

RECEIVED
SEP 17 1951
FOR FILING

September 11, 1951

Mr. L. A. Decker
P. O. Box 1269
Lakeview, Oregon

Dear Mr. Decker:

Your statement of claim in the amount of $198.00 against Spada Brothers has been referred to this office.

The Glens Falls Indemnity Company through their agent, Amerata and Schram, 440 Mead Building, Portland 4, furnished the performance bond for this contract. As you probably know, this bond assures not only completion of the contract but payment of all bills incurred in connection with it. Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Although the contract has not yet been completed, you may wish to file your claim with the Secretary of State in order to protect it for a period longer than six months following completion of the job and acceptance by the Commission. For your convenience in preparing this filing we have attached excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/10
Attach.

25M '50-50

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

September 4, 1951

L. A. Decker
Lakeview
Oregon

3439

Dear Sir:

We are returning herewith a statement which evidently belongs to a contractor and not for Oregon State Highway Department.

Very truly yours,

M. H. HAWKE
Auditor

By Lowell E. Shinn
Lowell E. Shinn
Requisition Supervisor

LES:db

Enclosure

5-6-57

The enclosed bill was not mailed to you in error. Spada Bros. failed in their contract on the Adel Highway Project and we do not know who the bonding company is for this project - Please forward enclosed bill to bonding company.

L. A. Decker.
by J. R. Decker.

STATEMENT

Lakeview, Oregon, 9-26 1951

Spud a Bottles - Painters
Lakeview, Oregon

IN ACCOUNT WITH

L. A. DECKER

Sand, Gravel and Drag Line Work
Lakeview, Oregon

Phone 1859 P. O. Box 1269

4 12	Sand & Rock rip rap each 8 on the truck	8.00	
13	Canary Ditch - Power Shovel 8 hr -		
14	" " " 8 "		
16	" " " 8 "		
	+ 2½ hrs Moving 1½		
	26½ @ 10 =	265.00	
		273.00	
	Check for 75.00	75.00	
		198.00	

RECEIVED
SEP 17 1951
FOR FILING

September 11, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a statement from L. A. Decker, P.O. Box 1269, Lakeview, Oregon, in which he makes claim against Spada Brothers in the amount of $198.00 for the use of a power shovel on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway, Lake County. This contract was awarded to Spada Brothers on November 21, 1950.

We pass this information to your Company as it appears as the surety on the performance bond furnished with Contract 3439.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/10

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
1951
FOR FILING

September 7, 1951

Mr. Dean Elliott
Box 571
Lakeview, Oregon

Dear Mr. Elliott:

We have your letter of September 5 and the attached statement advising that Spada Brothers owe you $263.74 for dump truck rental.

Spada Brothers hold State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. The contract has not yet been completed. The surety on this job is Glens Falls Indemnity Company whose agent is Amerata and Schram, 440 Mead Building, Portland 4.

As you may know, each contractor on a State Highway job is required to furnish a performance bond which bond assures completion of the job and payment of all bills incurred in connection therewith. The State, however, does not enter into the determination of the validity of claims and no payments are made directly to the claimant. We will note your claim in our records and advise the surety and the contractor that it has been received.

If you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the job, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached and excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary

FAQ:md
Attach.

Lakeview Oreg.
Sept 5th 1951

State Highway Dept.
Salem Oreg.

Dear Sirs!

On this page you will find a bill for money owed to me by Spade Bros. Construction Company. This money is owed to me for rentals on my dump truck, and was directly related to the job.

I was informed by the resident engineer to send a bill to the State Highway Department for collection.

Money owed me for rentals on dump truck $263.74

Thanks a lot
Dean Elliott
Box 571
Lakeview, Oregon

BY _____ DATE 7/5/54 19 0

NAME State Highway Dept

ADDRESS Salida Colo

REG. NO.	AMT. RECD.	ACCT. FWD.

1 Balance Due
2 Crossing
3 Spada Jct Eiselle
4
5
6
7
8
9
10
11
12
13
14

46

5B2 Rediform

RECEIVED
SEP 1 - 1951
FOR FILING

5-241(4)

3439

Mrs Lewis

September 7, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a claim dated September 5 from Dean Elliott, Box 571, Lakeview, Oregon, in which he states that Spada Brothers owe him $263.74 for rental of a dump truck used on State Highway Contract 3439, being the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is passed on to your Company as it appears as surety on the performance bond furnished with Contract 3439.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schran
440 Mead Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
SEP 6 1951
FOR FILING

COMMISSIONERS
BEN S. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

September 6, 1951

Spada Bros.
8507 N. E. Columbia Boulevard
Portland 13, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Your letter of September 5 requesting plans for the Oneonta Slide job was received this morning. In view of your performance on Contract No. 1439 for the Drake Creek-Adel Section and also due to the fact that your prequalification has not been renewed for the year 1951, no further bidding plans will be furnished you at this time.

In your letter you stated that $2.00 in cash was enclosed. We found no cash with the letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - W. C. Williams

RECEIVED
FOR FILING

[redacted]

September 6, 1951

Mr. Wayne E. Elliott
P. O. Box 1343
Lakeview, Oregon

Dear Mr. Elliott:

We have your statement in the sum of $213.12 which Spada Brothers owe you for work on the Drake Creek-Adel Section. This job is known as State Highway Contract No. 3439 awarded to Spada Brothers for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. The job has not yet been completed.

The surety on this job is the Glens Falls Indemnity Company whose agent is Amerata and Schram, 440 Mead Building, Portland 4.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, is is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD

Idel Snakes Creek Job

In account with Wm H Sparks Boss
Sec 1 T.E. Columbia, Island.
Contract No. Negro

Period 7-8 to 7-14-1951
49½ hrs trk time at $3.00 per hr. $247.50

period - 7-15 to 7-21-1951
35 hrs trk time at $3.00 per hr. 175.00
Total $422.50
Less - driving wages $165.15
$257.45

Less 10 3 gal gas @ 27¢ $27.81
$229.64

Less 10% payroll tax $16.52
- Total still owing - $213.12

Wayne E. Elbert
P.O. Box 343 Tahequah, Okla.
Social Security No. 541-05-0257

RECEIVED
SEP 6 1951
FOR FILING

I-241(4)
3437

September 6, 1951

Mr. Robert L. Welch
Attorney at Law
Umbach Building
Lakeview, Oregon

Dear Mr. Welch:

Glens Falls Indemnity Company through their agent, Amerata and Schram, 440 Mead Building, Portland 4, furnished the performance bond on Spada Brothers Contract No. 3439 for work on the Drake Creek-Adel Section of the Warner Secondary Highway in Klamath County.

This is in reply to your letter of September 4 requesting the above information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

DISTRICT ATTORNEY
FOR LAKE COUNTY

ROBERT L. WELCH
ATTORNEY AT LAW
UMBACH BUILDING
LAKEVIEW, OREGON

TELEPHONE 351

September 4, 1951

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Please give me the name of the bonding company who carried the bond for Spada Brothers on their road construction job in Lake County.

When Spada's left here they left several unpaid bills and I desire to communicate with the bonding company in order to determine whether they are responsible for the bills in question.

Very truly yours,

Robert L. Welch

Robert L. Welch

RLW:ak

REFERRED TO
BY SECRETARY

RECEIVED
1951
FOR FILING

2-24(11)
34.17

September 6, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have today received a statement from Wayne E. Elliott, Post Office Box 1343, Lakeview, Oregon in which he states that Spada Bros. owe him $213.12 for labor and truck hauling furnished on State Highway Contract No. 3432, being the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided inasmuch as the Glens Falls Indemnity Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Spada Bros.
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
SEP 5 1951
FOR FILING

S- 241 (4)

2431

September 5, 1951

Spada Bros.
8507 N. E. Columbia Blvd.
Portland 20, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 335 days, from August 31, 1951 to July 31, 1952, within which to complete your contract No. 3139 for grading and surfacing on the Drake Creek-Agel section of the Warner Secondary Highway in Lake County.

The Highway Commission granted your request with the provision that engineering costs be assessed from August 31, 1951 to the date of completion of the contract as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Vincent L. Graue,
Resident Engineer

W. G. Smith,
Construction Engineer

noted on card

RECEIVED
FOR FILING

[illegible]

September 5, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of August 31 to which was attached three copies of a claim filed with your office by Collins Concrete and Steel Pipe Company against Spada Brothers. The claim is for materials furnished to Spada Brothers on Contract 3439 in the sum of $18,333.54 and bears your File No. 3290.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 31, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Stephen W. Matthied, Attorney, Pacific Building, Portland 4, Oregon, and filed as of this date, a Notice of Claim by Collins Concrete and Steel Pipe Company, an Oregon corporation, for materials furnished, consisting of corrugated steel pipe and a number of side posts in the sum of $18,333.54, against the bond taken from Leonard N. Spada and Frank N. Spada, doing business under the firm name of Spada Bros., as principals, and the Glen Falls Indemnity Company, a corporation organized and existing under the laws of the State of New York, as surety, for materials in connection with the work of construction of the Drake Creek-Adel Section, of the Warner Secondary Highway in Lake County, Oregon, under a contract between said Spada Bros., and the State of Oregon, by and through its State Highway Commission, which contract is dated the 21st day of November, 1950. Our File No. 3290.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

ETN:FB
Enc

REFERRED TO BY SECRETARY

RECEIVED
SEP 4 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

3421 (2)

3421

September 5, 1951

State Industrial Accident Commission
Public Service Bldg.

Attention: Mr. H. E. Osborn

Gentlemen:

This is to acknowledge your letter of September 4 by which you have filed a claim against Spada Brothers for unpaid payroll contributions in connection with State Highway Contract No. 3439. Your claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

We note that a copy of your letter has been sent to the Secretary of State, and we are assuming that you intend also to file the claim with that office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

...LED ON CARD

INDUSTRIAL ACCIDENT COMMISSION

SALEM, OREGON

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

September 4, 1951

3439

Oregon State Highway Commission
Salem, Oregon

Re: Firm No. 112772-A
Spada Brothers
8507 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions due on the payroll reports for the period January 1, 1951, through August 31, 1951, against the bond taken from Spada Brothers and the surety, Glenn Falls Indemnity Company, for the work performed under special highway contract number 3439, along the Warner Secondary Highway approximately three miles from Adel, Oregon.

The contractor has failed to file reports of payroll, all of which are delinquent, for the months of January, 1951, through August, 1951, and the total amount which may be due for these months can not be established until after an audit has been made of payroll records.

Very truly yours,

COLLECTIONS DIVISION

H. E. Osborn
Assistant Commissioner

JSF:pf

cc Secretary of State
Capitol Building
Salem, Oregon

Glenn Falls Indemnity Company
Amerata & Schram
440 Mead Building
Portland, Oregon

RECEIVED
Mar 10 1951
FOR FILING

2-211(4)
1
[illegible]

September 5, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Collins Concrete and Steel Pipe Company against Spada Brothers. The claim, in the sum of $18,333.54, is for corrugated steel pipe and other materials furnished on State Highway Contract No. 3439 awarded to Spada Brothers for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is furnished as your Company appears as surety on the performance bond for the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Averett and Schram
440 Mead Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

TO: THE STATE OF OREGON
SALEM
OREGON

NOTICE is hereby given that the undersigned, Collins Concrete and Steel Pipe Company, an Oregon corporation, has a claim for materials furnished, consisting of corrugated steel pipe and a number of side posts in the sum of $18,333.54, against the bond taken from Leonard N. Spada and Frank N. Spada, doing business under the firm name of Spada Bros., as principal, and the Glens Falls Indemnity Company, a corporation organized and existing under the laws of the State of New York, as surety, for materials in connection with the work of construction of the Drake Creek-Adel Section, of the Warner Secondary Highway in Lake County, Oregon, under a contract between said Spada Bros., and the State of Oregon, by and through its State Highway Commission, which contract is dated the 21st day of November, 1950.

COLLINS CONCRETE AND STEEL PIPE COMPANY

By W. S. Collins
President

Endorsed:

FILE NO. 3290
FILED AUG. 31, 1951
EARL T. NEWPORT, Secretary of State

RECEIVED
SEP 10 1951
FOR FILING

1-24-(a)
2/27

September 5, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the State Industrial Accident Commission in which they advise that they have a claim against Spada Brothers for unpaid payroll contributions from January 1, 1951, through August 31, 1951, on State Highway Contract No. 3439 for grading and surfacing the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

Spada Brothers
8507 N. E. Columbia Boulevard
Portland 20, Oregon

RECEIVED
FOR FILING

Statement

COPY FOR MR. Williams
From H. B. Bridges Survey

Lakeview, Oregon, 8-28 1951

3-24-(4)

3437

Spada Brothers - Contractors

Lakeview, Oregon

NOTED
W. C. WILLIAMS

In Account With

L. A. DECKER
Sand, Gravel and Drag Line Work
Lakeview, Oregon

Phone 1859

P. O. Box 1269

4	12	Sand & Rock 1 yd each 8.00 on their truck		8.00
	13	Coverup Ditch - Power Shovel	8 hrs	
	14	" " " "	8 "	
	16	" " "	2 "	
		+ 2 1/2 hrs moving	2 1/2	
			26 1/2 @ 10.00	265.00
				273.00
		Check for 75.00		75.00
				198.00

* * * * * * *

(Spada Bros. Contract No. 3439,
grading & surfacing Drake Creek-
Adel Section, Warner Secondary
Highway, Lake County)

RECEIVED
FOR FILING

S-241(4)
3439

August 23, 1951

Mr. Stephen W. Matthieu
Attorney-at-Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

As requested in your letter of August 21 we are forwarding by separate mail a certified copy of Contract No. 3439, awarded to Spada Bros. for construction of the Drake Creek-Adel Section on the Warner Secondary Highway in Lake County, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

August 21, 1951

3439

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

I herewith enclose an affidavit executed in accordance with Section 98-101, Oregon Compiled Laws Annotated, and based thereon, request a certified copy of the contract and bond give by Spada Brothers and Glens Falls Indemnity Company in connection with the construction of the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, Oregon.

Very truly yours,

Stephen W Matthieu

SWM:M
Enclosure

S. 22-51

A F F I D A V I T

STATE OF OREGON)
: ss
County of Multnomah)

I, Stephen W. Matthieu, being first duly sworn, depose and say: That I am Treasurer of the Collins Concrete and Steel Pipe Co., an Oregon corporation, and that I am also a duly licensed and practicing attorney for the State of Oregon with authority to represent said Company in all matters herein referred to; that said Collins Concrete and Steel Pipe Co., has a claim against Spada Brothers, 8507 N. E. Columbia Boulevard, Portland, Oregon, as principal and the Glens Falls Indemnity Company, a corporation as surety, for materials furnished in connection with the construction of the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County, Oregon; that a more exact description of said contract is not known to me.

On behalf of the Collins Concrete and Steel Pipe Co., I desire a certified copy of said contract and the performance bond for the purpose of enforcing the right of said Collins Concrete and Steel Pipe Co.. to such claim as it may have against Spada Brothers, and or Glens Falls Indemnity Company.

Stephen W Matthieu

Subscribed and sworn to before me this 21st day of August, 1951.

Notary Public for Oregon

My Commission expires May 11. 1954

RECEIVED
FOR FILING

1-24-(4)
2437

August 17, 1951

Oregon State Highway Commission

Gentlemen:

Spada Brothers, contractors, whose address is 8507 N. E. Columbia Boulevard, Portland, Oregon, hold Contract No. 2437, Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. This contract was awarded on the 21st day of November, 1950, with the specified completion date of August 31, 1951.

The contractors have not prosecuted their work in a satisfactory manner, and the project at this time is less than 50% complete, although the specified completion date is only two weeks away. To aggravate the condition, the contractors walked off the job with all personnel as of Monday, August 13, and during the current week there has been no representative of the contractor on the job, no provision has been made for the handling of traffic, and the uncompleted roadway was left in a totally unsatisfactory condition.

Our Specifications and Contract Agreement for State Highway Construction, under section 7, article 7, provide, among other reasons for annulment of contract, the following wording: "....or if he (the contractor) should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials.....then the Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days written notice, terminate the employment of the contractor ....."

In line with the above, I hereby certify to you that Spada Brothers have failed to provide enough properly skilled workmen or material to properly prosecute work on this contract, and I recommend that said contractors be, as of this date, declared in default.

If you declare this contractor in default, you may either elect to proceed with the work under any manner you prescribe or call upon the bonding company to take over the work. In order to expedite completion of the grading

and the placing of sufficient rock to make the road passable this winter, I recommend that the Highway Commission authorize me to enter into a negotiated contract with some qualified contractor to complete the work, said contract negotiation being subject to approval by you and by the Glens Falls Indemnity Company, which is the surety on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. J. M. Devers
Mr. H. G. Smith
Mr. S. H. Probert
Mr. M. H. Hawks

RECEIVED
FOR FILING

S-441(4)

3431

August 16, 1951

Oregon State Highway Commission

Request for extension of time
No. 12
August 20 and 21 meeting

Gentlemen:

Herewith is a request from Spada Bros. for an extension of time on Contract No. 3439, Drake Creek-Adel section of the Warner Secondary Highway, from August 31, 1951 to July 31, 1952.

The contractor claims that his delay has been occasioned by breakdown of equipment for which he was unable to secure repair parts, and because of the failure of the specified quarries to produce sufficient hard rock for crushing. Our investigations do not substantiate these claims, and it is our belief that he has been very dilatory on this job. He has provided neither adequate equipment nor proper supervision, and the rock formations that he has encountered have not been nearly as difficult as other jobs of the same nature.

I would recommend that the extension be granted with engineering penalties to be assessed from August 31, 1951 to date of completion. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:sh me

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING
S-241(4)
3439

Salem, Oregon
August 16, 1951

Spada Bros.
Contract 3439

Mr. M. H. Hawke
Auditor
B u i l d i n g

Dear Mr. Hawke:

This is to confirm our telephone conversation of this afternoon instructing your department to withhold all payments to Spada Brothers in connection with Contract 3439 until further advised by this office.

Secretary

FAQ:md

query — was Lewis notified

RECEIVED
AUG 17 1951
FOR FILING

S-2214
441

August 13, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3439, Drake Creek-Adel Section of the Warner Secondary Highway, Ore. S-241 (4), from August 31st, 1951, to July 31st, 1952, to Spada Bros., Contractors.

The contractor has stated that his delay has been occasioned by breakdown of equipment due to hard rock formations, and inability to secure repair parts, and because of the failure of the rock quarries to produce sufficient hard rock for crushing. Our investigations do not substantiate the contractors reasons, and it is our belief that he has been very dilatory in the handling of this job. He has not provided adequate equipment or proper supervision, and it is our belief that the rock formations were not nearly as difficult as other jobs of the same type.

I would recommend that the extension be granted with engineering penalities to be assessed from August 31st, 1951, to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:EAP:sh

August 13, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3439, Drake Creek-Adel Section of the Warner Secondary Highway, Ore. S-241 (4), from August 31st, 1951, to July 31st, 1952, to Spada Bros., Contractors.

The contractor has stated that his delay has been occasioned by breakdown of equipment due to hard rock formations, and inability to secure repair parts, and because of the failure of the rock quarries to produce sufficient hard rock for crushing. Our investigations do not substantiate the contractors reasons, and it is our belief that he has been very dilatory in the handling of this job. He has not provided adequate equipment or proper supervision, and it is our belief that the rock formations were not nearly as difficult as other jobs of the same type.

I would recommend that the extension be granted with engineering penalities to be assessed from August 31st, 1951, to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:HAP:sh

RECEIVED
FOR FILING
3241 (1)
3439

June 14, 1951

Mr. S. H. Probert
Office Engineer
OFFICE

Dear Mr. Probert:

The Intercity Sand and Gravel Co. of Eugene has been performing the crushed rock work for Spada Bros. for grading in connection with their contract No. 3439, Drake Creek - Adel Section of the Warner Secondary Highway.

According to telephonic information I have received from the company, they have not as yet received any compensation for their work and they are wondering how much credit Spada Bros. have been given for the crushing operations. I told Mrs. Moe, who made the inquiry, that I thought you would let her know the yardage of crushed rock materials that Spada Bros. have been paid for on this job. If that is not out of order, will you kindly do so.

Secretary

HBG:ls

RECEIVED
1951
FOR FILING

S 241 (1)
3439
2655

May 17, 1951

Mr. Karl Messmer
Adel, Oregon

Dear Sir:

This letter is being addressed to you, as your name appears first on the petition requesting better maintenance and less interference to traffic during the reconstruction of the Drake Creek-Adel Section of the Warner Valley Secondary Highway. An inspection of this road by the Assistant Division Engineer of Bend on May 14 indicated that the road was in fair condition for traffic, with the exception of one rock cut, which was quite rough. The contractor was instructed to blanket this section with dirt in order to provide a smoother traveled surface. The contractor was further requested to use every effort possible to assist traffic through his work with the least inconvenience, and we believe that you will find conditions in the future much better than at the time of your petition.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWilliams

cc Mr. W. E. Chandler

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
May 14, 1951

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I inspected the Drakes Creek-Adel work on May 7th and found it in very good shape for travel, with the exception of 200 feet in one rock cut. This 200 feet was coarse shot rock, and I had the contractor blanket this spot with dirt, then blade it for smoothness. About 60% of the section has been opened up, which I did not consider excessive as he has been working for about 5 months. I discussed the traffic phase of the work with Mr. Spada, the contractor, and showed him the letter signed by 30 residents of Warner Valley, and believe he will bend every effort, under the Resident Engineer's supervision, to assist traffic through his work with the least inconvenience to them.

Very truly yours,

WM. E. CHANDLER
Division Engineer

By:
DEAN SWIFT
Assistant Division Engineer

DS:me
cc: V. E. Graue

Williams

ASSIGNMENT

May 2, 1951

No. 2656
By

Description: Petition of April 20 by residents of Adel Section regarding condition in which the contractor on the Drake Creek-Adel Section, Warner Valley Road (Contract No. 3439), is leaving road while construction is in progress

Acknowledged by _____ Referred to Smith

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXXX Return with rough draft of reply
Please prepare for _____ signature

Assignment executed ok Report received 5-16-51

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

... portions, flares or signs on impassable

RECEIVED
MAY 4 - 1951
OFFICE OF
DIVISION ENGINEER
GRANTS PASS, OREGON

April 30, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

W. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Re: Drakes Creek-Adel Section
Warner Valley Road
Contract #3439

We, the residents of the Adel Section of Warner Valley, who are dependent upon the above road for all of our supplies, marketing and communications wish to register a complaint with your office, regarding the activities of the company holding the contract in question. It is our wish to assure you that we do recognize the hardships the contractor is facing on this job but at the same time would like to point out that the road has been well nigh impassable ever since the job was started early in December 1950. At first we accepted the situation thinking of course that in the spring things would be much better. After four months of tearing our cars and trucks to pieces we find that the road is getting worse if that is possible.

The equipment, which seems to consist of two (2) dozers and one (1) blade is working on the entire stretch of road at the same time, tearing up short pieces a few hundred yards in length then moving to another soft spot and doing the same thing, leaving in their wake huge boulders which we have to move and deep holes we have to fill if we wish to use the road. It is a little more than difficult for a man to move a boulder with his hands after it has been pushed into place with a dozer.

NOTED
W. C. WILLIAMS

We have all had occasion to travel over road construction jobs in other parts of the state and have found that, due to the fine supervision of the Oregon State Highway Commission, the contractors have out done themselves to provide a reasonable maintenance way for vehicles. Would it be possible for the Commission to provide supervision on the work on our road in such a manner as to provide reasonable safe clearance for our cars and trucks.

A super highway is not expected. Our only request is for some consideration by the contractor, with an opportunity for us to use the road for necessary trips to town.

Anything that your department is able to do will be greatly appreciated by all of us.

Please request the contractor to put flares or signs on impassable portions.

Maurice Hinchey	adult
John R. Hinchey	Adult
Mary Sullivan	"
Letha Taylor	Adult

Karl Messner	Adel	Ore
Earl Warfield	Adel	Ore.
Helen Messner	Adel	Ore.
Mamie McKinney	Adel	Ore
J. A. Dyke	Adel	Ore
Lloyd Friel	Klamath	Falls Ore.
Pauline Friel	Klamath	Falls Ore
Bell Messner	Adel,	Ore.
[illegible]	[illegible]	
Norman M. Frakes	Adel	Oregon
Lee Frakes	Adel	Oregon
Mrs. Ray Morgan	Adel,	Oregon
J. S. Hatfield	Lakeview	
Jessie Cox	Stage	driver
Ella Cox	Stage,	Lakeview.
Charles A Crump	Adel	Oregon
Don McClaran	Adel,	Ore Star Route
Mamie Murphy	Adel,	Ore
Veronica Murphy		
[illegible]		
Hugh Cahill	Adel	Ore
Emile Messner	"	"
Daisy Flair	Lakeview	"
John Flair	[illegible]	

RECEIVED
APR 19 1951
FOR FILING

S - 341(4)

3437

3682

April 18, 1951

Mr. Charles A. Crump
c/o Theodore R. Conn, Attorney at Law
Wilcox Building
Lakeview, Oregon

Dear Sir:

With reference to your irrigation system out of Deep Creek, please be advised that our engineers and the contractor on this highway project are making every effort to get this irrigation ditch in good working order before opening of the irrigation season.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWrmc

cc Mr. W. E. Chandler
Bend, Oregon

FORM E-30 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #2582, the contractor and engineers are making every effort to get Charles A. Crump's irrigation ditch in good working order before the opening of the season.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. [illegible]
By [illegible]

March 26, 1951

Description: Charles A. Crump's letter of March 22 stating replacement of his irrigation system out of Deep Creek, now being done by contractor, is not satisfactory

Acknowledged by _____ Referred to __Smith_____

Investigate and report with recommendation
XX Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 4-18-51 Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

March 22, 1951.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

State Highway Department,
Salem, Oregon.

Gentlemen:

This is to advise you that the replacement of my irrigation system out of Deep Creek, now being done by your Contractor, is not at all satisfactory to me.

I wish you would please make other arrangements and contact me at once.

NOTED
W. C. WILLIAMS

Very truly yours,

Charles A Crump

CC-mm

cc-Mr. Chandler, State Highway Engineer
Bend, Oregon/

RECEIVED
MAR 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 13, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-241(4)
Drake Creek-Adel Sec.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
Principal Highway Engineer

Encl.

...e 2 (Revised 1946)

Federal Aid Secondary

State Oregon

Project No. S-241(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 19 51,
by and between The Oregon State Highway Commission

, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of June, 19 49, a program, which was approved on the 19th day of October, 19 49, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25th day of July, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixteen thousand and 00/100
dollars ($ 116,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1062+00 in the NW 1/4, Section 9, T. 39 S., R. 23 E., W.M., and survey station 1430+13.4 in the NW 1/4, Section 21, T. 39 S., R. 24 E., W.M., without exception,

, length 6.984 miles, in Lake County, being Oregon Federal Aid / Secondary project No. S-24l(4), consisting of 6.984 miles of roadway and no bridges, each of more than 20 feet clear span, of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11879-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

...e been made available
...MENT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixteen thousand and 00/100 dollars ($ 116,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty-four thousand, four hundred ninety-five and 77/100 dollars ($ 264,495.77), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

REC'D
APR 1951
OREGON DIV.

April 10, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission for the Drake Creek-Adel Section, Project No. S-241 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

JWW:plc

encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

March 20, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-241(4)
Drake Creek-Adel Section
Warner Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

March 2, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Drake Creek-Adel Section, Project No. S-241 (4)

Very truly yours,

R. H. Baldock
State Highway Engineer

JnH:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (4)

DRAKE CREEK-ADEL SECTION OF THE

WARNER SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 23, 1951

Type Code 5231

Roadway (Sta. 1062+00 to 1430+13.4)

All Required		Clearing and Grubbing		$ 10,250.00
560	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,680.00
160	cu. yds.	Trench Excavation, Unclassified	1.75	280.00
212,000	cu. yds.	General Excavation, Unclassified	0.39	82,680.00
337,000	yd. sta.	Short Overhaul	0.01	3,370.00
5,800	C-yd. sta.	Long Overhaul	0.25	1,450.00
6.98	miles	Finishing Roadbed and Slopes	500.00	3,490.00
90	lin. ft.	12" Corrugated Metal Pipe	3.15	283.50
1,700	lin. ft.	18" Corrugated Metal Pipe	4.15	7,055.00
240	lin. ft.	24" Corrugated Metal Pipe	5.75	1,380.00
80	lin. ft.	30" Corrugated Metal Pipe	7.00	560.00
22	lin. ft.	36" Corrugated Metal Pipe	10.00	220.00
66	lin. ft.	60" Corrugated Metal Pipe	25.00	1,650.00
2,040	lin. ft.	24" Corrugated Metal Irrigation Pipe, 16 Gage	5.29	10,791.60
110	lin. ft.	29" Arch-Type Corrugated Metal Pipe	7.65	841.50
70	lin. ft.	6" Perforated Metal Drain Pipe, Coated	1.65	115.50
44	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.90	127.60
20	cu. yds.	3/8" - 0 Backfill in Drains	2.50	50.00
460	lin. ft.	Salvaging Culvert Pipe	1.50	690.00
3	cu. yds.	Class "A" Concrete	100.00	300.00
200	lbs.	Metal Reinforcement	0.20	40.00
50	only	Concrete Sight Posts	12.00	600.00
16,000	cu. yds.	1½" - 0 Material in Subbase	2.15	34,400.00
12,900	cu. yds.	3½" - 1½" Rock in Base	2.15	27,735.00
6,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.10	13,440.00
980	M-gal.	Sprinkling	1.75	1,715.00
6.98	miles	Preparation of Base	200.00	1,396.00
4,200	cu. yds.	Furnishing and Placing Aggregates	3.80	15,960.00

340 tons	Furnishing and Placing 150-200 Asphalt		$ 41.00	$ 13,940.00
90 tons	Furnishing and Placing RS-1 Emulsified Asphalt		44.00	3,960.00
		Subtotal		$240,450.70
		10% Engr. & Cont.		24,045.07
		Total		$264,495.77

Length of Roadway 6.984 miles
Cost per mile $37,871.67

Federal Aid Funds- $116,000.00
State Funds- 147,495.77

$264,495.77

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

November 3, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Drake Creek-Adel Section, Project No. S-241 (4) in which estimate the unit price for the item "General Excavation, Unclassified" has been changed.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
J-eWand

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (4)

DRAKE CREEK-ADEL SECTION OF THE

WARNER SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 2, 1950

Type Code 5231

Roadway (Sta. 1062+00 to 1430+13.4)

All Required		Clearing and Grubbing		$ 5,000.00
560	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,680.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
212,000	cu. yds.	General Excavation, Unclassified	0.60	127,200.00
337,000	yd. stas.	Short Overhaul	0.015	5,055.00
5,800	C-yd. stas.	Long Overhaul	0.50	2,900.00
6.98	miles	Finishing Roadbed and Slopes	500.00	3,490.00
90	lin. ft.	12" Corr. Metal Pipe	2.00	180.00
1,700	lin. ft.	18" Corr. Metal Pipe	3.50	5,950.00
240	lin. ft.	24" Corr. Metal Pipe	4.50	1,080.00
80	lin. ft.	30" Corr. Metal Pipe	7.00	560.00
22	lin. ft.	36" Corr. Metal Pipe	12.00	264.00
66	lin. ft.	60" Corr. Metal Pipe	22.00	1,452.00
2,040	lin. ft.	24" Corr. Metal Irrigation Pipe, 16 Gage	4.25	8,670.00
110	lin. ft.	29" Arch-Type Corr. Metal Pipe	5.50	605.00
70	lin. ft.	6" Perforated Metal Drain Pipe, Coated	1.50	105.00
44	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.50	110.00
20	cu. yds.	3/8" - 0" Backfill in Drains	4.00	80.00
460	lin. ft.	Salvaging Culvert Pipe	1.50	690.00
3	cu. yds.	Class "A" Concrete	80.00	240.00
200	lbs.	Metal Reinforcement	0.15	30.00
50	only	Concrete Sight Posts	9.00	450.00
16,000	cu. yds.	1½" - 0" Material in Subbase	2.00	32,000.00
12,900	cu. yds.	3½" - 0" Rock in Base	2.00	25,800.00
6,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00	12,800.00
980	M-gal.	Sprinkling	2.50	2,450.00
6.98	miles	Preparation of Base	150.00	1,047.00
4,200	cu. yds.	Furnishing and Placing Aggregates	3.50	14,700.00

340 tons		Furnishing and Placing 150-200 Asphalt	$ 37.00	$ 12,580.00
90 tons		Furnishing and Placing RS-1 Emulsified Asphalt	40.00	3,600.00
			Subtotal	$271,248.00
			10% Engr. & Cont.	27,124.80
			Total	$298,372.80
		Length of Roadway	6.984 miles	
		Cost per mile	$42,722.33	

Federal Aid Funds- - - -

July 25, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The small scale plans for the Drake Creek-Adel Section project No. S-241 (4) are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

JWN:md

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (4)

DRAKE CREEK-ADEL SECTION OF THE
Secondary
WARNER ~~LAKE~~ HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 18, 1950

Type Code 5231

Roadway (Sta. 1062+00 to 1430+13.4)

All Required		Clearing and Grubbing		$ 5,000.00
560	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,680.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
212,000	cu. yds.	General Excavation, Unclassified	.60 ~~0.50~~	~~106,000.00~~ 127200.00
337,000	yd. stas.	Short Overhaul	0.015	5,055.00
5,800	C-yd. stas.	Long Overhaul	0.50	2,900.00
6.98	miles	Finishing Roadbed and Slopes	500.00	3,490.00
90	lin. ft.	12" Corr. Metal Pipe	2.00	180.00
1,700	lin. ft.	18" Corr. Metal Pipe	3.50	5,950.00
240	lin. ft.	24" Corr. Metal Pipe	4.50	1,080.00
80	lin. ft.	30" Corr. Metal Pipe	7.00	560.00
22	lin. ft.	36" Corr. Metal Pipe	12.00	264.00
66	lin. ft.	60" Corr. Metal Pipe	22.00	1,452.00
2,040	lin. ft.	24" Corr. Metal Irrigation Pipe, 16 Gage	4.25	8,670.00
110	lin. ft.	29" Arch-Type Corr. Metal Pipe	5.50	605.00
70	lin. ft.	6" Perforated Metal Drain Pipe, Coated	1.50	105.00
44	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.50	110.00
20	cu. yds.	3/8" - 0" Backfill in Drains	4.00	80.00
460	lin. ft.	Salvaging Culvert Pipe	1.50	690.00
3	cu. yds.	Class "A" Concrete	80.00	240.00
200	lbs.	Metal Reinforcement	0.15	30.00
50	only	Concrete Sight Posts	9.00	450.00
16,000	cu. yds.	1½" - 0" Material in Subbase	2.00	32,000.00
12,900	cu. yds.	3½" - 0" Rock in Base	2.00	25,800.00
6,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00	12,800.00
980	M-gal.	Sprinkling	2.50	2,450.00
6.98	miles	Preparation of Base	150.00	1,047.00
4,200	cu. yds.	Furnishing and Placing Aggregates	3.50	14,700.00

340	tons	Furnishing and Placing 150-200 Asphalt	$ 37.00	$ 12,580.00	
90	tons	Furnishing and Placing RS-1 Emulsified Asphalt	40.00	3,600.00	
			Subtotal	~~$250,048.00~~	271348.00
			10% Engr. & Cont.	~~25,004.80~~	27134.80
			Total	~~$275,052.80~~	
					298,372.80
		Length of Roadway	6.984 miles		
		Cost per mile	~~$39,383.27~~	42,722.32	

Federal Aid Funds- $116,000.00
State Funds- ~~159,052.80~~ 182,372.80

~~$275,052.80~~
298,372.80

July 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change form to accompany plans and specifications for the Drake Creek-Adel Section, Project No. S-241 (4).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAN:gs

Encl.

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

July 18, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) Postwar Federal Aid Secondary Highway Program (Previous program) August 12, 1949 (Date of approval)

COUNTY Lake Second Supplemental Route No. FAS-406

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	92	S-241 (4)	Drake Creek to Adel	Survey-Plans					Gr., Dr., Bridge, 2-lane low type surfacing
				Right-of-Way					
				Construction	200,000	116,000	42,000		
				Total	200,000	116,000	42,000	7.09	
Requested Revision	92	S-241 (4)	Same	Survey-Plans					Gr., Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	275,053	116,000	159,053		
				Total	275,053	116,000	159,053	6.984	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Date July, 1950

By R. H. Baldock
(State Highway Engineer)

Reason for change: Original estimate was somewhat too low, but overrun is due principally to increasing thickness of base and oil surface to provide a more adequate and better roadway.

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 10—61038-1

DRAKE CREEK-ADEL SECTION

PROJECT NO. S-211(4)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

July 18, 1950

RECEIVED
FOR FILING

FORM E-30X 25M 9-49 34693

S-241 (4)
3439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1951

SUBJECT:

2373

To:

Mr. W. E. Chandler
Division Engineer
Oregon State Highway Department
1290 Wall St.
Bend, Oregon

Dear Sir:

A subcontract between Spada Bros. and the Inter-City Sand & Gravel Co., Inc., covering items 23, 24, 25, 28, 31, 32, and 33, on the Drake Creek-Adel Section on the Warner Secondary Highway, Oregon S-241 (4), is approved.

I am attaching hereto, five copies of the approved subcontract, for distribution to the interested parties.

Very truly yours,

H. C. Smith
Construction Engineer

By:

Edwin A. Pence
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

NOTED
W. C. WILLIAMS

...ock 7584

SPADA BROS.

CONTRACTORS

8507 N. E. COLUMBIA BOULEVARD
PORTLAND 13, OREGON

Box 510 - Lakeview, Oregon
February 28, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir;

On December 16, 1950, we wrote to Mr. R. H. Baldrock, and listed our two sub-contractors that we wished approved. We also requested contractor forms that were acceptable by the State Highway Commission; and received them with a brief letter signed by Edwin A. Pease, Construction Office Engineer, for Mr. H. G. Smith, Construction Engineer.

The Resident Engineer, Mr. Grauie, informs us that we have no approval for Inter-City Sand And Gravel Company of Eugene, Oregon, to proceed with their work as a sub-contractor.

The Specifications and Contract Agreement states that the request for approval of sub-contractors should have gone thru you. If this error means that we do not have approval, will you please expediate an approval at the earliest possible time.

Inter-City Sand And Gravel Company, Inc., of Eugene, contracted to do our crushing and hauling; and Russell Olson Construction Company of Pendleton, contracted to do our asphalt work.

The rock crushing has started by Inter-City Sand And Gravel Company, so the reason for our urgent appeal for an answer on our approval.

Yours very truly,

S. T. Root

S. T. Root
Office Mgr.

SR:mk

...NOTED
W. C. WILLIAMS

...RECEIVED
...COMMISSION

Drake Creek-Adel Job on Warner Secondary Highway, Contract No. 3439.

Williams.
Please put [illegible]

ASSIGNMENT

December 18, 1950

No. [illegible]
By [illegible]

Description: S. T. Root's letter of December 16 re Drake Creek-Agel job

Acknowledged by _____ Referred to Smith

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 4-10-51 me Report received _____

Remarks: Submit copies of sub-contracts for transmittal to T. H. Davis.

SPADA BROS.

CONTRACTORS

8507 N. E. COLUMBIA BOULEVARD
PORTLAND 13, OREGON

December 16, 1950

...TO
W. C. L... MS
FOR ...

Oregon State Highway Commission
Mr. R. H. Baldock, Engineer
Salem, Oregon

Gentlemen;

The Drake Creek-Adel Job on the Warner Secondary Highway east of Lakeview has been started on December 8th, and should be in full swing by about December 20th.

The Inter-City Sand & Gravel Company of Eugene will do the rock crushing. They are just finishing a project and shall move on the job in the near future.

Russell Olson Construction Company of Pendleton will do the oiling and asphalt work.

It is our hope that they meet with your approval.

Would you please send some official Oregon State Highway Commission sub-contractor forms for the above mentioned contractors to us for execution.

Yours very truly,
SPADA BROS.

S. T. Root
office mgr.

SR:mk

NOTED
W. G. WILLIAMS

RECEIVED
DEC 21 1950
FOR FILING

5-21 (4)
3439

December 19, 1950

Spada Bros.
8507 N. E. Columbia Blvd.
Portland 20, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3439, which was awarded to you on November 21, 1950 by the State Highway Commission, for grading and surfacing on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
DEC 18 1950
FOR FILING

3439

December 15, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to laboratory tests of soils on Oregon Project S-241 (4), Drake Creek-Tidal Section, the Division Engineer has been instructed to obtain a group index of zero by the disposition of selected materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mc

cc Mr. H. G. Smith

FORM E-20 2SM 8-50 42269

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #2348, the Division Engineer has been instructed to obtain a group index of zero by the disposition of selected material on Oregon Project S-241(4), Drake Creek-Adel Section.

This is in response to Mr. Davis' letter of December 6.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. E. Chandler

ASSIGNMENT

No. 23rd Issue
By _

...ber 7, 1950

...cription: T. M. Davis' letter of December 6 regarding Mr. Williams' letter of November 28 submitting map & laboratory tests of soils on Project S-241 (4)—Drake Creek-Adel Section

Acknowledged by _____ Referred to H. G. Smith ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
xx Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 12-11-50 me Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON DISTRICT
[redacted]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 6, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR F. ...NG

Dear Sir:

Reference is made to Mr. Williams letter of November 28th 1950 submitting map and laboratory tests of soils on Oregon Project S-241(4) Drake Creek-Adel Section which is in reply to our letter of July 28, 1950.

In line with the data submitted our review indicates the methods outlined should provide for a satisfactory subgrade for the 9 inch surfacing. We are assuming the work will be conducted as to provide for a group index value of zero based on Mr. D. J. Steele's theory as mentioned.

If this is not the case, please advise.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
DEC 7 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 11 1950
FOR FILING

(4-11-1)

24-1

December 11, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work started on December 8, 1950 on Contract No. 3439, Drake Creek-Adel Section, in connection with Federal Aid Project No. S-241 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:cw

RECEIVED
NOV 29 1950
FOR FILING

November 28, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Attached you will find a copy of the plans for the Drake Creek-Adel Section of the Warner Highway, Federal Project No. S-241 (4), together with the laboratory reports pertaining to soils encountered on this project.

We have indicated on these plans the results of our soil testing, for the purpose of establishing a modified soil profile. Generally all soils fall into low range group index values, the exceptions being between Stations 1068 and 1075, with a value of 10, and between Stations 1232/50 and 1240, with a value of 16. While a group index value of 10 is not seriously high, a minor increase in hauling back to Station 1064 and cutting about one foot below grade between Stations 1068 and 1075, with a top cover of the material from the cut at station 1078, would give a subgrade group index of zero. Regarding the cut at Station 1232 to 1240, this area, if excavated below grade about one foot, and the haul extended each way, could be topped with material from the cut at Station 1188. This would also result in a subgrade group index value of zero.

Regarding surfacing on this section, with a group index of zero, and traffic considered as medium due to frequency of heavy hauling, a base and surface thickness of nine inches will be adequate. Should surfacing be designed for the section having a group index of 10, the total thickness of base and oil mat would be 17 inches, and, for the material having a group index of 16 inches, the total surfacing and base thickness would be 20 inches. This design is based upon Mr. E. J. Steele's theory as contained in "Highway Research Proceedings of 1945." While we do not accept Mr. Steele's theory of design in its entirety, it reasonably fits the conditions of this problem.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

ASSIGNMENT

August 1, 1950

No. [illegible]
By ---

Description: Mr. Davis' letter of July 28, 1950 regarding program change and P.S.& E. documents for Project S-241 (4), Drake Creek-Adel Section of Warner Valley Sec. Hwy.

Acknowleuged by ----- Referred to --Smith---------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for ----------

PLEASE RETURN TO
W C WILLIAMS
FOR FILING

---------- Signature ----

Assignment executed 10-12-50 Report received -------

Remarks: Please furnish soil profile.

WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

PLEASE RETURN TO
W. C. WILLIAMS
P. O. BOX 3900
PORTLAND 8, OREGON

July 23, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Receipt is acknowledged of program change together with P.S.& E. documents for Oregon Project S-2[illegible](3) the Drake Creek-Adel Section of the Warner Valley Secondary Highway.

It is noted the program changes consist in increasing the total cost from $200,000 to $275,000, the minor reduction of 0.017 mile in length, the increase from a low type to intermediate type surfacing, and the elimination of a small bridge now to be built with State forces.

We have no objections to these changes, however, since this project is estimated to cost $40,000 per mile for a 1949 ADT of 35 vehicles, we believe any improvement to be made deserves very careful analysis, particularly in view of the adjoining section completed in September 1949 and which we understand must already receive extensive repairs in order to satisfactorily carry the traffic.

We are quite concerned regarding the apparent lack of information available as to the soils under the various thicknesses of surfacings proposed for some of the projects in which Federal participation is requested. On the project under discussion, we believe the situation is such that information regarding the subgrade is essential before we can be sure of our surfacing design. It is therefore suggested that before the project agreement is drawn for this project a soils investigation be made and this office furnished a soil map or other information justifying the proposed design.

We would appreciate your consideration of this matter and an early reply.

Very truly yours,

T. H. [illegible]VIS
District Engineer

THD:re

RECEIVED
FOR FILING

November 27, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated November 20, 1950 approving application, Oregon 01632, for appropriation of land to be used as right of way for Oregon Project S-241(4), Drake Creek-Adel Section of the Warner.

The usual procedure was not followed in this instance and approval for use of the land was given by the District Land Office although no formal application for such use had been made. To supplement our records please forward two blueprints of the map showing the right of way involved.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FOR FILING

8-24-54
3439

AGENDA
4-K

November 21, 1950

Spada Brothers
8507 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling on the Drake Creek-Adel Section of the Warner Secondary Highway in Lake County. This award was based on your low bid of $215,700.70 submitted on November 9, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDD/fm

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

54C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SPADA BROS.
8507 N. E. Columbia Boulevard
Portland, Oregon

State Highway Commission awarded you today contract for Drake Creek-Adel Section of Warner Secondary Highway, Lake County, based on your low bid submitted November 9, 1950. Contract forms follow shortly.

H. B. Glainyor, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
NOV 2 1950
FOR FILING
MONTANA
OREGON
IDAHO

S-241(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 21, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your November 20, 1950 telegram advising all required right of way has been acquired on Oregon Project S-241(4) Drake Creek-Adel Section of the Warner Valley Highway, we hereby concur in the award of contract as of this date to Spada Bros. of Portland, Oregon who submitted the low bid at the opening held November 9, 1950.

Very truly yours,

T. M. DAVIS
District Engineer

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 20, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

CONCURRENCE IS REQUESTED AWARD NOVEMBER 21 CONTRACT DRAKE CREEK-ADEL PROJECT TO SPADA BROTHERS OF PORTLAND. ALL REQUIRED RIGHTS OF WAY ARE ACQUIRED.

W. C. WILLIAMS

Tue ✓

RECEIVED
NOV 22 1950
FOR FILING

FORM E-30 25M 8-50 42288

S 241(4)

24127

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1950

SUBJECT: Drake Creek-Adele Section
Warner Secondary Hwy.
Lake County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O F F I C E

Dear Mr. Williams:

On November 13, 1950, the Federal Power Commission granted permission to construct a highway across the affected government lands on this project, subject to the provisions of Section 24 of the Federal Power Act.

As far as the Right of Way Department is concerned, the contract can be awarded.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

RECEIVED
FOR FILING
DIVISION DISTRICT
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 5, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your request of September 27, 1950 for transfer of Oregon Federal Aid Secondary Highway Project S-2414) Drake Creek-Adel Section from category (b) to category (a) and we are advised this transfer is approved.

The P.S.& E. for this project was approved July 28, 1950 and we are now advised that we may authorize the advertisement of this project when requested by the State.

Will you please advise as to action desired.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

Copy sent to Probert
10-6-50
GH

RECEIVED
FOR FILING

September 27, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to federal aid secondary project No. S-241 (4) involving grading and surfacing work on the Drake Creek-Adel Section of the Warner Valley Secondary Highway in Lake County, which project is Item No. 92 of Oregon's Federal-aid Secondary Program.

In the listing of federal aid projects remaining to be contracted which was submitted to you on August 4, 1950, and which had to do with a deferment of projects then being considered on account of the changed international situation, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On reconsideration of the conditions involved, we find the need for this project to be such that in our opinion its construction will contribute to civilian requirements essential in the changed international situation. We therefore request the transfer of this project from category (b) to category (a) and the release of the project for contracting.

The section of road to be improved presently carries very little surfacing and is impassable to truck traffic at times in the winter and spring. In its present deficient condition, it is an obstacle in the way of full use of the 21 miles of recently improved road between the Fremont Highway junction and Drake Creek.

Pertinent information relating to the project is as follows:

Length - 6.98 miles
Cost - $275,000
Number of working days required - 200
Traffic - 40 ADT (40% trucks)

Materials - Metal culvert pipe and asphalt (all readily available)
Labor - Equipment operators and unskilled (all readily available)

P. S. & E. for this project have already been submitted to you and it is our desire to receive bids for the work at a contract letting to be held on or about October 30.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 1, 1950

NOTED
W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of July 1950, authorizing advertising of Oregon project S-2(1) Drake Creek-Adel Section of the Warner Valley Highway.

In view of the directive subsequently received from the Commission dated July 27, 1950, we hereby withdraw our authorization for the advertisement of this project.

Very truly yours,

NOTED
OSCAR CUTLER

T. H. DAVIS
District Engineer

By: G.A. Hold
Senior Highway Engineer

TD:re

RECEIVED
AUG 3 1950
OREGON
STATE HIGHWAY COMMISSION

[illegible] FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 25, 1950

Mr. D.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-241(4), Drake Creek-Adel Section of the Warner Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

Copy to Robert.

T. H. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

TD:re

VED
- 1 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 21, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for S-2h1(h) Drake Creek-Abel Section of the Warner Valley Highway submitted with your letter of July 11.

The title sheet should be revised to show the project number as S-2h1(h) rather than S 2h1(1).

The typical section on Sheet 2 shows cut slopes varying from h:1 to 1 1/2:1. In view of the existence of several large ledge rock cuts, we believe that a suitable rock slope should also be shown.

Very truly yours,

C. H. DAVIS
District Engineer

CHD:re

Mr. Probert.
Please see me about this.

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FOR FILING
J241 (1)
3439

July 3, 1950

Oregon State Highway Commission

Gentlemen:

I have made a personal investigation of the Warner Valley Secondary Highway to determine, first, the adequacy of the construction that was completed last year and, second, the depth and type of surfacing that should be used on the section to be constructed next between Drake Creek and Adel.

I found that there has been some slight surface ravel of the section improved last year, making resealing necessary, but there is no noticeable surface failure and I do not consider it necessary to add additional surfacing to the project at this time.

However, I do believe that we should construct, on the new section, a thicker base and heavier oil mat wearing surface. The heavier surfacing contemplated would consist of increasing the crushed rock base from six inches to ten inches in thickness and the construction of a 1½-inch-thick oil mat in lieu of the 3/4-inch thickness formerly contemplated. The estimated cost of the heavier surface is $274,000. An allocation of $200,000 was made to the project, and I recommend that the project authorization be increased $74,000 to permit construction of the heavier surface.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. S. H. Probert
Mr. M. H. Hawks

WCW:me bl

See Williams

① Re overruns of allotments :-

a. Ontario - Nyssa

F.A. unit	70,000	to	85,000
State unit	140,000	to	168,000
	210,000	to	253,000

b. Silty - Bentilla Ck.

State	100,000	to	115,000

Williams agrees to not advertise for July letting

c. Hunter Ck. - Add (FAS) 200,000 to ~~231,000~~ ~~291,000~~ 274,000
6" wall 0.9
10' " 0.11

d. North Yamhill R. Bridge at Carlton (FAS) 75,000 to 134,000

(Spec. Maint.) e. Harrison Hill 50,000 to 73,700
Add 1 mi.
0.11 instead of 0.9.

RECEIVED
FOR FILING

E. H. Bolduck 3440

Dece · 31, 1951

FINAL COST ANALYSIS
Rock Production

Contract #3440
Elsie-Sunset Tunnel

A. H. Saxton & Sons Contractors
Lowell Johnston, Resident Engineer

Prefix 4-8306
Sunset Highway

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1¼"-3/4" Cr. Rock in S. P.	920.2	Cu. Yd.	$1.76	$1.90	$ 1,611.56	$ 1,748.38
3/4"-½" " " " "	3,363.6	" "	1.76	1.90	5,890.71	6,390.84
½"-¼" " " " "	5479.4	" "	1.76	1.90	9,596.13	10,410.86
¼"-10"	5408.4	" "	1.76	2.50	9,471.79	13,521.00
¼"-0"	1841.0	" "	1.76	2.00	3,224.16	3,682.00
Haul Cr. Rock	108,346.1	" "	0.126	0.125	13,675.96	13,543.26
Screen Rejects	1,189.2	" "	0.25	0.25	297.30	297.30
P.O. #17,936 M.P. 17.14						
1½"-0" in S.P. Incl. Haul	995.9	" "	2.69	2.75	2,678.97	2,738.73
P.O. #18,074						
1¼"-3/4" Cr. Rock in S. P.	655.5	" "	1.76	1.90	1,153.68	1,245.45
3/4"-½" " " " "	895.3	" "	1.76	1.90	1,575.73	1,701.07
½"-¼" " " " "	995.4	" "	1.76	1.90	1,751.90	1,891.26
¼"-0" " " " "	307.4	" "	1.76	2.00	541.33	614.80
Haul Cr. Rock	3683.8	" "	0.126	0.125	464.16	460.48
P.O. #18,399						
¼"-10" Mesh	363.3	" "	1.76	2.50	639.77	908.25
Haul Cr. Rock	545.0	Yd. Mi.	0.126	0.125	68.67	68.13
Rock Sales To Clatsop Co.	2459	Cu. Yd.	2.67	2.90	6,565.53	7,110.08
					$59,207.35	$66,331.89

Gross Revenue	$66,331.89
Total Cost	59,207.35
Net Profit	7,124.54

Net Profit Equals 10.7% of Gross Revenue

Elsie - Sunset Tunnel
Contract #3440

Detail of Cost

Labor:		
Supervision	$ 1,575.00	
Labor	15,731.63	
Labor Insurance	1,257.55	
		$18,564.18
Equipment Rental & Miscellaneous Expense		
Equipment Rental, Owned	16,635.00	
Hired Equipment Rental	1,187.09	
Hired Trucks, Including Operators	11,291.77	
Gas, Oil & Grease	3,970.31	
Explosives	2,070.02	
Plant Set Up Material	333.50	
Miscellaneous Supplies & Small Tools	1,799.58	
P.U.C.	462.73	
Move In, Freight & Cartage	43.29	
Public Liability & Property Damage	168.15	
Bond	287.91	
Field Office Expense	403.86	
Home Office & General Overhead	1,989.96	
		40,643.17
Total Cost		$59,207.35

Elsie - Sunset Tunnel
Contract #3440

Breakdown of Crushing Costs

	Cost	Quantity	Unit	Unit Cost
Move In & Setup	$ 4,047.01	23,684.4	Cu. Yd.	$0.171
Drill & Shoot	4,164.13	"	" "	0.176
Load In Pit	3,704.76	"	" "	0.156
Haul to Crusher	3,513.05	"	" "	0.148
Plant Operation	17,350.29	"	" "	0.733
Overhead & Pro-rateable Exp.	5,856.47	"	" "	0.247
	$38,635.71	23,684.4	Cu. Yds.	$1.631
Cost of Stockpiling				0.128
Total Cost In Stockpile				$1.759

Quarry shot with coyote hole and no reshooting required.

Production averaged 55 yards per operating hour.

Elsie - Sunset Tunnel
Contract #3440

Remarks:

This contract which required the production of 16,500 cu. yds. of maintenance rock for the Sunset Highway, was bid and awarded on December 19, 1950. The contractor started work on February 1, 1951, and completed the project on August 14, 1951.

The contractors moved into the specified State Quarry at M.P. 24.56 and erected a plant containing a 24" x 36", aw, a 36" cone crusher and a 36" gyratory crusher. All of the rock required for the job and also for the additional purchase orders and sales was loosened with a single coyote hole loaded with 12,000 lbs. of powder and no reshooting was necessary. A 3/4 yard shovel loaded into two dumptors which hauled to the plant. Actual operating time for the plant was 430 hours during which 26,684 cu. yds. were crushed at an average of 54 cu. yds. per hour. Washing of the rock was abandoned after a brief period when it was found that a better product could be secured by dry screening. Hauling was handled by both contract trucks and the contractors own 5 yard trucks.

The job shows a fair profit due to good supervision, equipment and to a high production average.

E. H. Clymer
Cost Analyst

By . . . V. R. Jones

RECEIVED
NOV 19 1951
FOR FILING

4-8316

3440 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 16, 1951

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3440 (EST. NO.)	6-final	A. H. Saxton & Sons (CONTRACTOR)	
19895	R-28089	$ 1,557.80	Nov. 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None

Completion Date: Aug. 14, 1951

Date Accepted: Oct. 11, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 19 1951

RECEIVED
FOR FILING

October 31, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3440 for rock production on the Elsie-Sunset Tunnel Section of the Sunset Highway in four counties was completed by the contractor, A. H. Saxton & Sons, on August 14 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $1,557.80 will be released to the contractor on or after November 10, 1951. The total contract amount is $51,719.89, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Durham & Bates

Portland Branch Office

RECEIVED
FOR FILING

October 9, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to A. H. Saxton & Sons for rock production on the Elsie-Sunset Tunnel Section of the Sunset Highway in Clatsop, Washington, Tillamook and Columbia Counties.

This payment, in the amount of $3,009.17, will be released to the contractor on or after October 19, 1951. The retained percentage is $1,551.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.W. Washington
Portland 5, Oregon

Portland Branch Office

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 25, 1951, 19

Section Elsie - Sunset Tunnel

Kind of work Rock Production

Highway Sunset

Section prefix 4 - 8306

Contractor A.H. Saxton & Sons

Contract number 3440

Date of contract Dec. 19, 1950

Date of completion Aug. 31, 1951

Date work started Feb. 1, 1951

Estimated date of completion August 14, 1951

Amount of contract $47,985.00

Per cent of time elapsed 98 %

Estimated cost of completed project, exclusive of engineering $50,700.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $2,300.00, 61 %

Date project was completed August 14, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor moving crusher and equipment.

Party remeasured remaining stockpiles on project.

NOTED
H. G. SMITH

NOTED
W. LIBBY

RECEIVED
AUG 27 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Lowell A. Johnston by O Nelson
Lowell A. Johnston

Address Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for yonr own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.91		
Miles partially completed					
Miles completed			24.91		
Total estimated quantities			18,392.4		
Estimated quantities moved or placed to date			18,392.4		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 41608

RECEIVED
JAN 27 1951
FOR FILING

4-B-2
3440

January 25, 1951

A. H. Saxton & Sons
Route 2
Corvallis
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3440, which was awarded to you on December 19, 1950 by the State Highway Commission, for rock production on the Elsie-Sunset Tunnel Section of the Sunset Highway in Clatsop, Washington, Tillamook and Columbia Counties.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 21 1950
FOR FILING

4-8-20
3440

December 21, 1950

A. H. Saxton and Sons
P. O. Box 83
Hermiston, Oregon

Gentlemen:

The State Highway Commission on December 19, 1950, awarded you Contract No. 3440 for rock production on the Elsie-Sunset Tunnel Project on the Sunset Highway east of Elsie in Clatsop and Washington counties. This award was based on your low bid of $47,985.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

cc: S. H. Probart

S-1:(2) East Cottonwood Canyon-Fork [illegible]
[illegible] section of the Wasa-
[illegible]tcher Twp., [illegible]. . Sheet.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
Nov. 16, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3101	7 & 8 final	Rush Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19893	R-28121	2,504.94	Nov. 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- - - - - - - - - - - - - - - - Aug. 31, 1951 - - - - - - - - - - - - - - - - - -

Specified Completion Date:
None

Time Extensions:
Aug. 31, 1951

Completion Date:
Sep. 12, 1951

Date Accepted:
None of record

Penalties:
None of record

Claims:

Remarks:

- - - - 11-19-51 -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV

RECEIVED
FOR FILING

October 31, 1951

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 3441 for work performed on the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway in Gilliam County was completed by the contractor, Rush Construction Co., assigned to First National Bank of Portland, Main Branch, on August 31, 1951 and was formally accepted by the Highway Commission on September 12, 1951.

Final payment in the amount of $2,504.94 will be made to the contractor on or after November 10, 1951. The total contract amount is $76,463.41, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

10-31-51

RECEIVED
FOR FILING

3-2711
1941

September 18, 1951

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

It is the intention of the State Highway Commission to release to Rush Construction Co., assigned to First National Bank of Portland, Main Branch, a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 3441, for grading and surfacing on the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway in Gilliam County.

This payment, which is in the amount of $6,074.69, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,287.38. The present payment will be released on or after September 28, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

NOTED ON CARD

RECEIVED
FOR FILING

S. 119(2)

3441

September 6, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 31, 1951 on Contract No. 3441, East Cottonwood Canyon-York Ranch Section, in connection with Federal Aid Project No. S-49 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:tp
c.c.: John Cattrall

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report #31

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 1, 19 51

Section East Cottonwood Canyon-York Ranch — Kind of work Grading & Surfacing

Highway Wasco-Heppner — Section prefix 111-1010

Contractor Rush Const. Co. — Contract number 3441

Date of contract December 19, 1950 — Date of completion August 31, 19 51

Date work started February 13, 19 51 — Estimated date of completion August 31, 19 51

Amount of contract . . . . . $74,567.00 — Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $77,922.52

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $6675.69, 111.9 % — Date project was completed August 31, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished watering, processing, and rolling August 31, so that this completes the contract. There was no rain at all and very dry and hot so that it took an excessive amount of water. The road looks quite good, but of course there is more or less loose rock due to the clean rock used.

NOTED W. LIEBY

NOTED H. G. SMITH

RECEIVED SEP 4 1951 OFFICE OF CONSTRUCTION ENGINEER

NOTED B. A. MARTIN

Signed W. L. Hoyt

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.47	10.37			
Miles partially completed					
Miles completed	4.47	10.37			
Total estimated quantities	46,226	23,363			
Estimated quantities moved or placed to date	46,226	23,363			
Average daily quantities	1070	904			
Average daily quantities necessary to complete project on time		0			
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		4			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....1....., Rollers .....1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Water trucks.....2 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-hazy		
Monday	Fair-hazy		
Tuesday	Overcast		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Pt. Fair		
Saturday	Fair		

State Printing Dept. 41608

RECEIVED
AUG 14 1951
FOR FILING

4(12)

3441

July 30, 1951

The First National Bank of Portland
Main Branch
Portland, Oregon

Attention: Mr. Harry L. Claterbos, Vice President

Dear Mr. Claterbos:

Pursuant to our telephone conversation of a few moments ago, I hand you herewith original and four copies of a form of assignment to be used by Mr. Rush of Rush Construction Co. in assigning to the First National Bank of Portland, Main Branch, all monies now due or hereafter to become due in connection with State Highway Contract No. 3441 for grading and surfacing the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner State Secondary Highway in Gilliam County.

Please have Mr. Rush sign all copies and return the original and one copy to this office.

We shall be pleased to honor the assignment if accompanied by a letter from the United States Fidelity & Guaranty Co., surety on the bond furnished by Mr. Rush in connection with this job consenting to the assignment without prejudice to the bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

NOTED ON CARD

—12-41

S[illegible]E OF OREGON—HIGHWAY DEPA[illegible]ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ten — — — — ($ 10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies now due or hereafter to become due me from the State of Oregon in connection with State Highway Contract No. 3441, Grading & Surfacing the East Cottonwood Canyon — York Ranch Section of the Vale-Heppner Highway to First National Bank of Portland, Oregon, Main Branch, and authorize and empower said First National Bank of Portland, Oregon, Main Branch to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this ..... day of ....., 19 51.

Executed in the presence of us as witnesses:

.....

.....

Rush Construction Co.

by .....

STATE PRINTING DEPT.

S-49(2)

3441

Name or Subject

CROSS REFERENCE SHEET

File No.

Regarding Correspondence relative to the necessity of replacing bench marks along the route of Project S-49(2). East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Secondary Highway.

Date 7/26/51

SEE

Name or Subject

File No.

Administration
U. S. Government
Department of Interior - Geological Survey

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 13, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-49(2)
Dear Sir: East Cottonwood Canyon-York Ranch Sec.

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

(Revised 1946)

247

State Oregon

Federal Aid Secondary

Project No. S-49(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of September, 19 50, a program, which was approved on the 9th day of November, 19 50, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of December, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-eight thousand and 00/100

dollars ($ 43,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1257+98.9S in the NE 1/4, Section 9, T. 2 S., R. 19 E., W.M., and survey station 1824+50 in the NE 1/4, Section 16, T. 3 S., R. 20 E., W.M., without exception,

, length 10.366 Secondary miles, in Gilliam County, being Oregon Federal Aid / project No. S-49(2), consisting of 10.366 miles of roadway and no bridges, each of more than 20 feet clear span, of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-eight thousand and 00/100 dollars ($48,000.00), which does not exceed the authorized Federal pro rata share of eighty-two thousand, twenty-three and 70/100 dollars ($82,023.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

By W. P. McLaren
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W Boyd
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-2

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DISTRICT

found in the agree-

day and year first

April 10, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission for the East Cottonwood Canyon-York Ranch Section, Project No. S-49 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

JWN:plc

encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

March 9, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-49(2)
East Cottonwood Canyon-
York Ranch Section

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

March 2, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the East Cottonwood Canyon-York Ranch Section, Project No. S-49 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JW:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49 (2)

EAST COTTONWOOD CANYON-YONK RANCH SECTION

OF THE WASCO-HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 21, 1951

Type Code 2010
Roadway (Sta. 1257+98.95 to 1824+50)

All Required		Clearing and Grubbing		$ 2,000.00
110	cu. yds.	Structural Excavation, Unclassified	$ 2.50	275.00
20	cu. yds.	Trench Excavation, Unclassified	2.50	50.00
39,000	cu. yds.	General Excavation, Unclassified	0.30	11,700.00
48,000	yd. sta.	Short Overhaul	0.015	720.00
350	C-yd. sta.	Long Overhaul	0.40	140.00
50	hours	Grader Work	8.00	400.00
4.47	miles	Finishing Roadbed and Slopes	500.00	2,235.00
490	lin. ft.	12" Corrugated Metal Pipe	2.70	1,323.00
720	lin. ft.	18" Corrugated Metal Pipe	3.95	2,844.00
40	lin. ft.	Salvaging Culvert Pipe	2.00	80.00
24,000	cu. yds.	1" - 0 Rock in Surfacing	2.15	51,600.00
600	M-gal.	Sprinkling	2.00	1,200.00
			Subtotal	$74,567.00
			10% Engr. & Cont.	7,456.70
			Total	$82,023.70

Length of Roadway 10.366 miles
Cost per mile $7,912.76

Federal Secondary Funds- $48,000.00
State Funds- 34,023.70

$82,023.70

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 21, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the East Cottonwood Canyon-York Ranch Section, Project No. S-49 (2).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWW:md

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49 (2)

EAST COTTONWOOD CANYON-YORK RANCH SECTION OF THE

WASCO-HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 21, 1950

Type Code 2010
Roadway (Sta. 1257+98.95 to 1821+50)

All Required		Clearing and Grubbing			$ 1,500.00
110	cu. yds.	Structural Excavation, Unclassified	$	3.00	330.00
20	cu. yds.	Trench Excavation, Unclassified		3.00	60.00
39,000	cu. yd.	General Excavation, Unclassified		0.42	16,380.00
48,000	yd. sta.	Short Overhaul		0.02	960.00
350	C-yd. sta.	Long Overhaul		0.50	175.00
50	hours	Grader Work		9.00	450.00
447	miles	Furnishing Roadbed and Slopes		300.00	1,341.00
490	lin. ft.	12" Corrugated Metal Pipe		3.00	1,470.00
720	lin. ft.	18" Corrugated Metal Pipe		4.50	3,240.00
40	lin. ft.	Salvaging Culvert Pipe		2.00	80.00
24,000	cu. yds.	1" - 0 Rock in Surfacing		2.25	54,000.00
600	M-gal.	Sprinkling		3.00	1,800.00
			Subtotal		$81,786.00
			10% Engr. & Cont.		8,178.60
			Total		$89,964.60

Length of Roadway 10.366 miles
Cost per mile $8,678.81

Federal Secondary Funds	$48,000.00
State Funds	41,964.60
	$89,964.60

EAST COTTONWOOD CANYON-YORK RANCH SECTION

PROJECT NO. S-49 (2)

While negotiations for rights of way are in progress ten parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed all necessary rights of way or rights of entry will be made fully available within twenty-one days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 21, 1950

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S 49 (2)

February 15, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 13, 1951, on Contract No. 3441, East Cottonwood Canyon-York Ranch Section, in connection with Federal Aid Project No. S-49 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1951

SUBJECT:

To: Mr. V. P. Childers
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning, herewith, four copies of the Subcontract Agreement between P. E. Rush and Dustin Brothers in connection with the grading on the East Cottonwood Canyon-York Ranch Section, Contract No. 3441, Ore. S-49 (2).

This Subcontract covering Items 1 to 11 inclusive at bid prices is approved, and you may so advise the interested parties.

Very truly yours,

R. H. Baldock
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:ec
cc: W. C. Williams
T. M. Davis (2)
Encl.

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January 25, 1951

Rush Construction Co.
304 S. E. 2nd St.
Enterprise
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3441, for grading and surfacing on the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway in Gillian County, awarded December 19, 1950.

Contract No. 3446, for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County, awarded December 20, 1950.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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S-49(2)

5441

December 27, 1950

County Court of Gilliam County
Court House
Condon, Oregon

Gentlemen:

We are enclosing herewith, for the records and files of Gilliam County, a fully executed copy of an abandonment agreement between the State Highway Commission and Gilliam County, covering the disposition of sections of the Wasco-Heppner Highway in Gilliam County when construction of the East Cottonwood Canyon-York Ranch Section is completed.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

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December 21, 1950

Rush Construction Company
304 West Main Street
Enterprise, Oregon

Gentlemen:

The State Highway Commission on December 19, 1950, awarded you Contract No. 3441 for rock surfacing and grading on the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway, about 11 miles west of Condon in Gilliam County--Federal Aid Project No. S-49(2). This award was based on your low bid of $74,567.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

cc: S. H. Prebert

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WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 19, 1950

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

Through District Office

Dear Mr. Baldock:

The revision of Oregon FAS Route 378 in Gilliam County requested by your December 12 letter to Mr. Davis is approved as a minor change in accordance with the provisions of the Federal Aid Highway Act of 1944.

The route is approved as described in Supplemental Tabulation No. 43 and delineated in color on the county map accompanying your letter.

The signatures of the Gilliam County Court on the copies of the county map are accepted as evidence of compliance with Section 3(b) of the above Act relative to cooperation with appropriate local officials.

Very truly yours

W. H. LYNCH,
Division Engineer

By L. J. Caufield
L. J. Caufield
Principal Highway Engineer

RECEIVED
W. C. WILLIAMS

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O
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Y

State of Oregon

FEDERAL-AID SECONDARY SYSTEM

Supplemental Tabulation No. 43

Road Designation		Brief Description of Road and Termini	County	Mileage on State Highway System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
378	300 301 0-4 0-8	From FA Route 1 near Sherman, southeasterly via Wasco and Condon to FAS 439 at Heppner	Gilliam Morrow Sherman	40.45 29.27 19.89	9.53	99.14

Approved January 29, 1946
Revised February 9, 1948
Revised December 19, 1950

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OREGON DISTRICT
MONTANA
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WASHINGTON

S-49(-)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 19, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-49(2)East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway, to Rush Constr. Co., Enterprise, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Project

TMD:re

W. C. WILLIAMS

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DEC 18 1950
FOR FILING

S-49(2)
5441

December 12, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed for your approval are six copies of Supplemental Tabulation No. 43 revising the route of FAS 378 northeast of Condon in Gilliam County. This route revision is in accordance with the relocated line proposed for construction as part of the East Cottonwood Canyon-York Ranch Section, Oregon Project S-49(2).

Also enclosed are five copies of sheet 2, general highway map of Gilliam County, upon which the proposed revision is shown in color. The Gilliam County Court has indicated its approval by signing all copies of the map.

If approved, S.T. No. 43 will reduce the mileage on the State Highway System and the Total Mileage in Oregon by 0.55 miles.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

JFH:MM
Encl.

cc: John W. Cattrall

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1950

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

Enclosed are eight copies of a suggested letter of transmittal to the B.P.R., six copies of S.T. No. 43, and five copies of sheet 2, general highway map of Gilliam County. S.T. No. 43 revises the route of FAS 378 (Wasco-Heppner State Highway) to coincide with the line proposed for construction under the E. Cottonwood Canyon-York Ranch Section up for bidding at the December 19-20 Commission meeting.

The submission to the B.P.R. should include five copies of the letter of transmittal, six copies of S.T. No. 43, and five copies of the map.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Encl.

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FORM E-30 18M 8-49 81808

Mr. Williams

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 4, 1950

SUBJECT: 13205-Dams
Cottonwood Section
Wasco-Heppner Highway
Gilliam County

To:

Mr. L. H. Warfield
Staff Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning your letter from Mr. Porter regarding the complaint of Iva M. Dams that the State did not fulfill their obligation in connection with right of way purchased on the Cottonwood Canyon Section of the Wasco-Heppner Highway in 1947.

The option stated that the State was to replace all fences on the right of way line. This statement being rather ambiguous, the engineer moved only such fence as were affected by our right of way and fences lying outside the right of way were not moved as in some cases such fence were 3 or 4 hundred feet from the right of way line.

All the right of way through the above property is fenced and all fences are on the right of way line or outside. Fence constructed was steel posts and 3 strand barb wire fence.

Very truly yours,

E. F. Chilsey

E. F. CHILSEY
Division Engineer

c.c. Porter

EFC/hw
enc.

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FORM E-30X 25M 8-50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1950

SUBJECT: 13205 - Dams
Cottonwood Section
Wasco-Heppner Highway
Gilliam County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O F F I C E

Dear Mr. Williams:

We have been negotiating with the above party for right of way on the East Cottonwood Grade Section, and find that she is unhappy because she claims that the state's obligations on a former settlement in 1947 have not been fulfilled. At that time an option was taken from her with the commitment that the state would replace all fences on the new right of way line.

May I suggest that the matter be investigated and if we have not fulfilled our commitments as to fencing, that it be done at this time.

Very truly yours,

J. M. DEVERS

By
R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

cc - R. W. Cozad

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DEC 1 1950
FOR FILING

November 30, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 29, concerning the East Cottonwood-York Ranch Project, S-49 (2).

On this project, the thickness of surfacing has been held to a minimum with the thought that the limited amount of funds available had better be spent for greater length of improvement than for greater strength of surfacing. A large part of the highway is still in unimproved state and until such time as the improvement can be extended over a larger part of the unimproved mileage, we consider only a very light type of surfacing warranted. The presently proposed surfacing construction may be considered to be stage construction with the understanding that at some future time, and certainly before any oil is applied, additional thickness will be provided. With the present low volume of traffic to be served, we think that the thickness now specified will be fairly satisfactory.

The rather infrequent spacing of culverts which you have noted is accounted for by the fact that throughout the length of the project the roadway is at the top of a narrow ridge. There will, therefore, be very little cross drainage. It is believed that the culverts shown will be adequate.

A topographic survey sheet showing the ridge condition mentioned in the above paragraph is being enclosed.

Plan sheets 18, 19 and 20 have been corrected as suggested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs
Encl.

OREGON District
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 2900
PORTLAND 8, OREGON

November 29, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S. and E. documents for Oregon Project No. S-49(2), East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway.

We note the typical section provides for 4" compacted depth of rock surfacing. Also, paragraph 6 on page 5 of the special provisions specifies that this depth shall be subject to reasonable variation as may be directed by the engineer to obtain uniform stability throughout the project.

It is our considered opinion that the average depth of surfacing proposed is inadequate to withstand the severe thawing conditions usually experienced in the locality of this project. Possibly you have made tests of the soil indicating that the proposed depth is satisfactory. If so, please advise.

The cross drainage shown on the plans would be considered inadequate on most projects. However, if the location is principally along the top of a ridge the drainage provided may be satisfactory. If such is the case we should have your statement to that effect.

The last three plan sheets, Nos. 18, 19 and 20, should be corrected to show Township 3 South instead of 2 South.

A prompt reply to the above is desired as the P.S. and E. documents are being held without action pending receipt of the information requested.

Very truly yours,

T. M. Davis
District Engineer

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 16, 1950

East Cottonwood Canyon -
York Ranch

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The programming of Item 126, Project S-49(2), as described in the sixth supplemental Postwar Federal Aid Secondary Highway Program dated September 1, 1950 is approved effective November 9, 1950.

Our letter of October 30, 1950 advised that this project had been transferred from category (b) to category (a).

Very truly yours,

T. M. DAVIS
District Engineer

Memo: To Mr. W.C. Williams: 11/8/50.

In working up the plans and specifications for the East Cottonwood Canyon - York Ranch Section of the Wasco-Heppner Seedy Hwy in Gilliam County we note that the field plans call for a grading width of 26 ft. with 4½ inches of 1"-0 rock surfacing.

On the Fed. Aid job completed to the west and adjoining (E. Cottonwood Canyon Sec.) the field plans called for a grading width of 26 ft with 4½ inches of topping and a 3 inch leveling course, but the job was contracted for a grading width of 26 ft. and 6 inches of topping and no leveling course.

We are wondering if the P.R.A. will go for the reduced thickness on the new job, or do we intend to build up the thickness with a leveling course under a later surfacing & oiling Contract?

Would like to have your ideas on this matter before preparing the typical section and specifications for this project.

J.W. Rhodes.
Office Engineering Dept.

REFERRED TO
Rhodes
By Asst. Chief Engineer

This is considered only Temporary surface. When & if road is oiled additional surfacing will be placed. This has been discussed with T.M. Davis.

WCW.

1950
OR FILING
GON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

File ✓

October 30, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise you that Oregon Project S-49(2) East Cottonwood Canyon easterly, has been transferred as recommended from category (b) to category (a).

The project, Item 126, on the Oregon Federal-aid Secondary program was previously deferred pending further study as to essentiality. We have today recommended approval of the item.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 19 1950
FOR FILING

October 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to federal-aid secondary project No. S-49 (2), involving the grading, draining and surfacing of a 10.3-mile section (East Cottonwood Canyon-Easterly) of Highway No. 378, which project is Item 1% of Oregon's Federal-aid Secondary Program.

In the listing of federal-aid projects remaining to be contracted which was submitted to you on August 4, 1950, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On further consideration of the conditions involved, we find the need for this project to be sufficiently urgent to warrant its transfer to category (a). We therefore now request such transfer.

The existing road is little more than a trail, being narrow, crooked and only partially surfaced. During much of the winter and spring, it is impassable. Because of its condition, traffic is avoiding it as much as possible.

The improvement contemplated will provide alignment, grades and width conforming with secondary highway standards, together with a surfacing which can be maintained in passable condition throughout the year.

Pertinent information relating to the project is as follows:

Length- - - - - - - - - - - - - - 10.3 miles
Cost- - - - - - - - - - - - - - - $80,000
Number of working days- - - - 90
Traffic, 1949 - - - - - - - - - 25 ADT (30% commercial)
Traffic, estimated for 1965 - 40 ADT
Materials - Culvert pipe (readily available)
Labor - - - Equipment operators and unskilled labor
(All readily available)

Plans for the project are being prepared and we desire to receive bids on or about December 21, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. C. Williams
Assistant State Highway Engineer

SHP:gs

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FOR FILING

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 16, 1951

3442		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3442	4-final	E. C. Hall Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
19865	R-28023	$ 1,751.92 Nov. 15 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None

Completion Date: June 14, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FILES

August 3rd, 1951

FINAL COST ANALYSIS
Rock Production
E. C. Hall Co., Contractor
Claude Mahan, Resident Engineer

Service Creek-Mt. Vernon
Contract #3442

John Day Highway
Prefix 12-8310

12 - 8310
3442

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
~~3/4"-1/2" Gr. Matl. in S.P.~~	9,305.84	Cu. Yd.	$2.533	$2.65	$23,570.13	$24,660.48
1/2"-1/4" " " " "	8,451.33	" "	2.533	2.65	21,405.82	22,396.02
1/4"-#10 " " " "	4,084.15	" "	2.533	2.65	10,344.60	10,823.00
S.P. Haul Adj., Favor of Contractor	425.18	Yd. Mi.	0.12		51.02	51.02
S.P. Screen Rejects	500	Cu. Yd.	0.25		125.00	125.00
					$55,496.57	$58,055.52

Gross Revenue	$58,055.52
Total Cost	55,496.57
Net Profit	$ 2,558.95

Net Profit Equals 4.4% of Gross Revenue

Service Creek-Mt. Vernon
Rock Production

Detail of Cost

Labor:		
Supervision	$1,100.00	
Labor	22,654.36	
Payroll Insurance	2,030.09	
		$25,784.45
Equipment Rental & Misc. Expense:		
Equipment Rentals (Owned)	$15,792.20	
" " (Hired)	2,107.90	
Gas, Oil & Grease	5,514.62	
Small Tools & Misc. Supplies	752.40	
Freight & Cartage	3,056.06	
Bond	397.14	
P.U.C. Fees	267.50	
P.L. & P.D. Insurance	176.80	
Home Office & General Overhead	1,647.50	
		29,712.12
Total Cost		$55,496.57

Service Creek-Mt. Vernon
Rock Production

Breakdown of Cost

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	21,841.3	Cu. Yd.	$ 8,911.25	$0.408
Feed Crusher	21,841.3	" "	11,139.06	0.51
Crush	21,841.3	" "	17,404.06	0.797
Cost in Bunker				$1.715
Haul to S.P. (Av. Haul 5 Mi.)	21,841.3	Cu. Yd.	14,094.97	0.643
Stockpiling	21,841.3	" "	3,822.23	0.175
			$55,371.57	$2.533

Total Cost	$55,371.57
Total Cost per Cu. Yd.	$2.533

The gravel deposites at M.P. 129.88 and M.P. 111.40 ran about 50% rejects, and the gravel deposit at M.P. 90.30 ran about 65% rejects on 3/4-inch square openings.

The total crushing time was 389 hours for an average production of 56.1 cu. yd. per hour.

Remarks:

This was a "State Project". The contract, calling for furnishing of 21,000 cu. yds. of crushed gravel in stockpiles on the Service Creek-Mt. Vernon Section of the John Day Highway, was bid and awarded December 19th, 1950.

The contractor started moving and erecting crushing plant at the gravel deposit at M.P. 129.88 on March 27th, 1951, and completed the project June 8th, 1951.

The crushing plant consisted of 3' Gyratory crusher, two 40" x 22" rolls crushers, 3' x 10' scalping screen, 4' x 16' separating screen, 40 cu. yd. steel bunker, electric motor and conveyors as required. The plant was powered by three D-13000 Caterpillar generator units.

The contractor used 3/4 dragline shovel piling gravel close to the plant, then pushed to the plant with D-8 cat and dozer. The dragline operated two 8-hour shifts per day, and the plant operated one 8-hour shift per day five days per week. All crushed materials were hauled to stockpiles in company-owned trucks and used a new D-6 cat and dozer on stockpiling crushed materials.

The contractor had excellent equipment, good supervision and with fair bid prices, but due to high move in, three setups and a large percentage of rejects, the project shows only a small profit.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
FOR FILING

July 31, 1951

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3442 for rock production on the Service Creek-Mt.Vernon Section of the John Day Highway in Grant and Wheeler Counties was completed by the contractor, W. C. Hall Co., on June 14 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $1,751.92 will be made to the contractor on or after August 10, 1951. The total contract amount is $58,055.52, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

RECEIVED
FOR FILING

July 19, 1951

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. C. Hall Co. on contract No. 3442, covering rock production on the Service Creek-Mt. Vernon Section of the John Day Highway in Grant and Wheeler Counties. This payment, in the amount of $13,027.78, will be made on or after July 30, 1951. The retained percentage is $1741.35.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending .... 7 July, ... , 1951

Section	Service Creek-Mt Vernon	Kind of work	Rock production
Highway	John Day	Section prefix	12-8310
Contractor	E.C.Hall Co.	Contract number	3442
Date of contract	12-19-50, 19	Date of completion	8-31-51, 19
Date work started	3-27-51, 19	Estimated date of completion	completed, 19
Amount of contract	$ 56657	Per cent of time elapsed	%
Estimated cost of completed project, exclusive of engineering			$ 57868.93
Per cent of contract completed, based on total contract price			102 %
Engineering cost to date	$ 2500, 4.41 %	Date project was completed	6-14-51, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final sent to Division office on 3 July, 1951

FINAL REPORT.

E.A. [illegible]

NOTED
H.G. SMITH

NOTED
H.W. LIBBY

RECEIVED
JUL 9 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed Claude Mahan
CLAUDE MAHAN, Resident Engineer

Address John Day, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			21,380		
Estimated quantities moved or placed to date			21,837		
Average daily quantities					
Average daily quantities necessary to complete project on time			completed		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	cloudy		
Wednesday	cloudy		
Thursday	rain		
Friday	fair		
Saturday	fair		

State Printing Dept. 41608

RECEIVED
1951
FOR FILING

12 3 51 C.
3442.

January 25, 1951

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3442, which was awarded to you on December 19, 1950 by the State Highway Commission, for rock production on the Service Creek-Mt. Vernon Section of the John Day Highway in Grant and Wheeler Counties.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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DEC 21 1950
FOR FILING

12 22 10
3442

December 21, 1950

E. C. Hall Company
12012 S. W. Barbur Boulevard
Portland 1, Oregon

Gentlemen:

The State Highway Commission on December 19, 1950, awarded you Contract No. 3442 for rock production on the Service Creek-Mt. Vernon Rock Production Project on the John Day Highway west of Mt. Vernon in Grant and Wheeler counties. This award was based on your low bid of $56,657.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

cc: S. H. Probert

S-103(1) Holland Loop Sec., So. Rd. near Grants Pass 1950

3443

RECEIVED
JUL 8 1953
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3443	25-final	R. & M. CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13143	R-70637	$ 3,587.55	July 8, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1951

Time Extensions: to Oct. 29, 1952 with penalty

Completion Date: Oct. 29, 1952

Date Accepted: Jan. 6, 1953

Penalties: Time Extension penalty assessed

Claims: None outstanding of record

Remarks:

Date: 7-8-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: 7-8-53

RECEIVED
FOR FILING

July 8, 1953

Mr. G. Cyrus Bishop
Aetna-izer
324 Yeon Building
Portland 4, Oregon

Dear Mr. Bishop:

Reference is made to my letter of July 7, 1953 regarding final payment to the R & M Construction Company for work performed under State Highway Contract No. 3443.

The warrant covering finnl payment on this contract has been received from the Secretary of State and is being mailed to the contractor today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

July 7, 1953

Mr. G. Cyrus Bishop
Aetna-izer
324 Yeon Building
Portland 4, Oregon

Dear Mr. Bishop:

In your letter of July 6, 1953 you ask to be notified when final payment has been made to R & M Construction Company for work performed under State Highway Contract 3443.

The voucher covering final payment for this work in the amount of $3,587.55 was sent to the Secretary of State on July 3 for issuance of the warrant. It takes the Secretary of State a little longer at this time of month to process the vouchers than later on because of payrolls, but we anticipate receipt of the warrant from his office within the next day or two, and will then forward immediately to the contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Additional Bishop
LETTER TO
DATE 7/8

ÆTNA-IZER
G. CYRUS BISHOP
AIMS TO PLEASE
324 YEON BUILDING PORTLAND 4, OREGON
OFFICE CA 9112 HOME: GA. 4461

July 6, 1953

REFERRED TO BY SECRETARY

State Highway Commission,
Salem, Oregon.

Re: State Highway Contract #3443
R & M Construction Company

Gentlemen:

Your letter of February 26th stated that the final payment of $3,587.55 would be paid to the contractor when the claim by Everett Skeeters amounting to $2,641.76 had been paid. Your letter of July 2nd states that you have received a statement of satisfaction by Everett Sketters. Would you be so kind as to notify us when you have forwarded this final payment of $3,587.55 to the R & M Construction Company?

Thank you,

G. Cyrus Bishop

GCB:H

ANSWERED
H. B. GLAISYER

ACKNOWLEDGED
H. B. GLAISYER

THE ÆTNA CASUALTY & SURETY COMPANY
Affiliate of
THE ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT, U. S. A.

RECEIVED
JUL 2 1953
FOR FILING

3443

July 2, 1953

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

Thank you for your letter of July 1 to which was attached a statement of satisfaction of claim signed by Everett Skeeters stating that his claim against R & M. Construction Company on Contract No. 3443 has been fully and completely settled. This release bears your file No. 3396.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 1, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Com ission
Salem, Oregon

Dear Sir:

We are enclosing for your information a copy of a satisfaction by Everett Skeeters covering his claim against Aetna Casualty Insurance Company and John B. Robison for work on State Highway contract No. 3443.

The claim was filed in this office on May 8, 1953, file No. 3396.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Notarial Dept.

E.F:K
Enc.

REFERRED TO
BY SECRETARY

RECEIVED

Gene L. Brown
D. R. Myrick

BROWN & MYRICK
Attorneys at Law

U. S. National Bank Bldg.
Grants Pass, Oregon

Telephone
2464

June 16, 1953

Mr. Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

The undersigned has heretofore filed with the Secretary of State, a claim for equipment rental and materials against the Bond taken from the Aetna Casualty Insurance Company and John B. Robison, doing business as R & M Construction Company, Cave Junction, Oregon, for the work done on State Highway Contract No. 3443, which contract was completed and accepted by the State Highway Commission on January 6, 1953.

The above stated claim of the undersigned, Everett Skeeters, has now been fully and completely compromised and settled and any claim heretofore filed by the undersigned with the Secretary of State is hereby declared released and discharged.

EVERETT SKEETERS
Everett Skeeters.

RECEIVED
1953
FOR FILING

341

Lewis

July 2, 1953

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Gentlemen:

We have today received from the Secretary of State a copy of a statement of satisfaction signed by Everett Skeeters. This statement advises that Mr. Skeeters' claim against R. and M. Construction Company on State Highway Contract No. 3443 on the Holland Loop Section in Josephine County has been fully and completely settled and the claim is released.

Your office was notified concerning this claim in the amount of $2,641.76 on May 8, 1953, and previously on September 10, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - C.Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R. and M. Construction Co.
12 Main Street
Central Point, Oregon

RECEIVED
JUN 1953
FOR FILING

S-1 (1)
3443

June 17, 1953

Union Oil Company of California
P. O. Box 3458
Portland 8, Oregon

Attention: Mr. W. S. Newton
Credit Manager

Gentlemen:

In reply to your letter of June 12th we must advise that the claim which was filed against R. & M. Construction Company's Contract No. 3443 has not been adjusted and we are still withholding final payment pending notification that the claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 6/16

Union Oil Company of California

YEON BUILDING PORTLAND 8, OREGON

June 12, 193.

W. D. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Mr. Floyd Query

Dear Sir:

R. & M. CONSTRUCTION CO.
State of Oregon Contract #3443
Josephine County

On April 22 you informed us that final settlement of this contract has been delayed, due to filing of a claim, and that you were writing the claimant concerning the matter. We would be most appreciative if you would inform us as to whether or not final settlement has been made and the present status of the matter if it has not.

Thank you.

Yours very truly,

W. S. Newton

WSN:eac

Credit Manager

REFERRED TO
BY SECRETARY

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

FORM 401

RECEIVED
FOR FILING

3443

Given to Secretary

NOTED
F. QUERY

May 26, 1953

NOTED
H. B. GLAISYER

Mr. Sam B. Harbison
Attorney at Law
220 South Central Avenue
Medford, Oregon

Dear Mr. Harbison:

This is a belated reply to your letter of May 12, 1953 with further reference to payment of the final estimate to R & M Construction Company for construction of structures on the Holland Loop County Road, State Highway Contract No. 3443. I am sorry, but I cannot release the final estimate until we have received evidence of the fact that the claim of Everett Skeeters in the amount of $2,641.76 has been satisfied in some manner or other. It is contrary to the policy of the Highway Commission, and, moreover, were we to release the final estimate, it would be in contradiction to the provisions of the contract between the State Highway Commission and the R & M Construction Company.

You mention legal means by which a claimant may pursue his equity, namely under the provisions of 98-101 O. C. L. A. For your information, Mr. Skeeters filed notice of his claim with the Secretary of State on May 8, 1953 which satisfies the legal requirements with respect to the filing of claims and holds the surety on the bond furnished by R & M Construction Company liable for payment of the claim beyond the 6-month period from acceptance of the contract by the State Highway Commission.

We are as desirous of closing out this contract as is the R & M Construction Company and yourself, but because of the requirements of the State Highway Commission, we cannot do so as you have indicated. I would suggest a conference among representatives of the R & M Construction Company and Mr. Skeeters to iron out differences. I am assuming, of course, that the claim is against this particular contract and not against some other job. Monies earned by a contractor in connection with a certain job are considered as a trust fund for payment of the claims arising out of that job. If the claim arises out of some other project, that is a different matter, and we will give it further consideration if so advised. We shall need a full explanation, of course.

In your letter you mentioned enclosing a copy of a letter from Senator Gene Brown. We regret that such copy was not enclosed, so we are unaware of its contents.

Please pardon the delay in answering your letter, I have been on the sick list since March 18, and I am putting in a minimum number of hours daily at the office. With kindest regards, I remain

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

SAM B. HARRISON
LAW OFFICES
220 SOUTH CENTRAL AVE.
POST OFFICE BOX 64
MEDFORD, OREGON

May 12, 1953

H. E. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer,

On 4 March 1953 I wrote to you relative to the above captioned matter expressing my desire to effect the release of monies due H. & M. Construction Company, the payment of which has been withheld because of an indication of Gene L. Brown, now Senator Brown, of Grants Pass, or a purported claim on behalf of Sheeters. We at that time objected to a purported claim, and tying up funds on some claim that has never been adjudicated, and certainly has never been properly authenticated. You kindly responded to that letter stating that the highway commission should have some protection so that they could make full and complete payment without threat of a subsequent law suit, or valid claim being asserted. In other words we are agreed that legitimate lien claimants should be protected and that the commission should be saved from harassment by being joined in a law suit in the event there is a legitimate claim in the offing. However, and as indicated in a letter from Gene Brown, as attorney for Sheeter, a copy of which I am sending to you for your files, there is legal means by which a claimant can pursue his equity, namely under the provisions of 98-101, O.C.L.A. et. seq. which is quite evident that the purpose of that law is to give recourse against the contractor and his bondsman, the latter being in the act for the purpose of safe-guarding just exactly this situation, as indicated in Senator Brown's letter, and in the final paragraph thereof, and I quote, "an examination of the above enumerated statute will set forth the basis of the action which it is apparently necessary for us to bring". As yet Senator Brown has not followed the remedies given to him by law, and which is safe for me to state that I believe that in the future, as soon as he can do so, that he will take the necessary steps, but at the present time this should not in any way allow the commission to hold up monies due my client, and I can not too strongly urge that this matter be taken up with your legal staff to see if we can not secure payment of the balance due our client, and then await a law suit, if that is the necessary step, and it seems to me I am safe in stating to you that it is my belief that Senator Brown is not in disagreement with this position, but he is in the position that he can not go on record as affirmably requesting that these monies be released. I am sure that even without the benefit to you of the conversations that I have had with Senator Brown, that you can still interpret the truth of that statement in the copy of the letter enclosed herein.

With kindest personal regards.

Very Truly Yours,

ANSWERED

Sam B. Harrison

sbh:ir
inc
cc

RECEIVED
MAY 26 1953
FOR FILING

May 25, 1953

The AEtna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention George A. Mercer

Gentlemen:

The amount of the final estimate payable on Contract No. 3443 to R & M Construction Company for work on the Holland Loop Section in Josephine County is $3,587.55. This amount if somewhat smaller than the amount of $4,009.20 reported to you on February 3. In computing the final estimate, however, it is quite often a larger or smaller amount than anticipated.

We plan to hold this retained amount until we have evidence that the claim filed against this job has been satisfactoryily adjusted. There is no record in this office of a formal claim other than that of Mr. Skeeters.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:ehr

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.

May 14, 1953

Oregon State Highway Commission
State Highway Dept.
Salem, Oregon

BY SECRETARY

Attention: Floyd Query, Acting Secty.

RE: Bond: 42 S 11011
Contract 3443
R & M Construction Co.

Gentlemen:

This will acknowledge receipt of your letter of May 11 enclosing a copy of a claim filed by Everett Skeeters for equipment rental and materials.

We note upon referring to Mr. Glaisyer's letter of Feb. 3rd the retained percentage is $4,009.20 but the contract status report furnished this office under date of April 2nd indicated retainage at $3,587.55. We would appreciate your advising us as to the amount of retainage now withheld.

We assume that the retainage will be withheld until the Skeeters claim is disposed of by the R & M Construction Co. but if the release of the retainage is contemplated at any time prior to the disposition of the Skeeters claim or any other claim filed against the job we ask that this office be informed well in advance of the contemplated date of release of the fund.

Please also inform us whether any other claims have been filed under the contract. We thank you for this and past favors.

RECEIVED
MAY 18 1953
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

GEORGE A. MERCER, ADJUSTER

3587.55

BY: O. D. Shead, Adjuster

ODShead/vr
cc: HO Bond

NOTED
J. W. CATTRALL

May 21, 1953

Mr. Chris Fauerso
Josephine County Engineer
Grants Pass, Oregon

NOTED
Harold C. A

NOTED
J. F. HAGEMANN

Dear Sir:

We have checked the options for right of way in connection with the George Road-East Junction project and find that two additional parcels are required. They are covered by our right of way files #20,143 and #20,144 as shown in the upper right hand corner of the option forms forwarded you on March 31. The actual beginning of the project is at station 265+00 which is approximately 100 feet west of the George Road. Only that portion of the property described in the above option forms lying easterly of station 265+00 need be acquired to clear the project.

In addition, we would like either copies of the deeds or a letter stating that the county has deeds for the property covered by options 16,763 and 16,764 taken by the county from Kenneth E. and Lucille B. Thomas and Richard A. and Dedee Smith respectively on December 11, 1950.

Also, the following errors in the descriptions for right of way files #20145A and #20161 should be corrected when a deed is prepared. For 20145A the description should be corrected to read the NW 1/4 of the NE 1/4 rather than the NE 1/4 of the NW 1/4 as shown. For 20161 station 389+37 should be substituted for 388+37.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

Salem, Oregon
March 31, 1953

RECEIVED
1953
ENGINEER

SUBJECT:

File No. 16754
Chapman Cr.-Sucker Creek Section
Holland Loop County Road

To:
Mr. John W. Cattrall
County & City Relations Engineer
O F F I C E

NOTED
J. F. HAGEMANN

Dear Mr. Cattrall:

In connection with the options sent you this date for right of way to be acquired by Josephine County on the Holland Loop County Road, we find that on October 18, 1950 we sent you the following options for this highway:

File Number	Name	Area
16756	Calvin P. McDowell	0.64 acres
16757	George & Jean Bonner	0.79 acres
16758	Ashby & Mary A. Fulk	0.79 acres
16759	Tycer, Nealy & Dennie, Inc.	0.90 acres
16760	A. J. & Pearl Houck	0.15 acres
16762	Samuel F. & Sophia Bunch	1.13 acres
16761	Marvin B. & Tracy M. Cross	0.18 acres
16763	Richard A. & Deldee Smith	5.0 acres
16764	Kenneth E. & Lucille Thomas	0.13 acres
16753	Fred Loesch	20.8 acres
16754	John W. & Hazel E. Eggers	0.60 acres
16755	Lawrence E. Sowell	5.73 acres

Our records show that the county obtained options on these parcels, but we do not know if deeds were ever executed.

A note has come to us on the description of one of these files, No. 16754 Eggers, mentioning that a service station encroachs slightly into the new 40 foot right of way.

Very truly yours,

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

AE:ia

cc - Don Norlin
- R. L. Porter
- John W. Cattrall (in dup.)

RECEIVED
MAY 13 1953
FOR FILING

S-11
341

Mrs. Lewis

May 11, 1953

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Attention: E. Libby

Gentlemen:

This is to acknowledge receipt of your letter of May 8, 1953, to which was attached three copies of a claim filed with your office by Everett Skeeters against R. & M. Construction Company. The claim is in the sum of $2,641.76 against State Highway Contract No. 3443 and bears your file No. 3396.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl

NOTED ON CARD
5-11-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 8, 1953

Mr. H. E. Blaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Brown & Myrick, attorneys, Grants Pass, and filed as of this date a notice of claim by Everett Skeeters for equipment rental and materials in the sum of $6,1.76 against the bond taken from the P. & M. Construction Company, principal, and Aetna Casualty Insurance Company, surety, for work on state highway contract No. 3443, on the Holland Loop--Josephine County Road, our file No. 3396.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By E Libby

Clerk
Records Division

NF:M
Enc.

RECEIVED
MAY 13 1953
FOR FILING

May 11, 1953

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Everett Skeeters against R. & M. Construction Company. This claim is for equipment rental and materials in the sum of $2,641.76 on State Highway Contract No. 3443 for construction of structures on the Holland Loop Section of the Holland Loop Jackson County Road.

This information is furnished as your company appears as surety on the performance bond with the above contract.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl
encl.

cc G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R. & M. Construction Co.
12 Main Street
Central Point, Oregon

TO: [illegible]

Secretary of State

Notice hereby is given that the undersigned, Everett Sanders, has a claim for equipment rental and moveable on the sum of Two thousand Six hundred forty one and 76/100 ($2641.76) against the bond taken from the Fetna Casualty Insurance Company, on John L. Robison, doing business as J. L. Construction Company, Cave Junction, Oregon, for the construction state highway contract number 5443, for work on the Holland Loop--Josephine County Road, which contract was completed and accepted by the State Highway Commission on January 6th, 1953.

[illegible]
Everett Sanders

[illegible]
File No. [illegible]
Filed May 5, 1953
[illegible], Secretary of State

GENE L. BROWN
D. F. MYRICK

5-10?.1

3442

BROWN & MYRICK
ATTORNEYS AT LAW
U. S. NATIONAL BANK BUILDING
GRANTS PASS, OREGON

TELEPHONE
2464

April 25, 1953

Oregon State Highway Commission,
State Highway Department,
Salem, Oregon.

Attention: Floyd Query

Dear Sir:

I have at hand your letter of April 22, 1953, relative to the claim of Everett Skeeters against R & M Construction Company incurred on State Highway contract No. 343 for work on the Hollan Loop-Josephine County Road.

The claim of Everett Skeeters has not been settled on this matter, although discussions have been had with the legal representative of the R. & M. Construction Company relative to adjustment of the differences which have arisen.

It is anticipated this time that it will be necessary a complaint seeking the recovery of the obligation due be filed.

Very truly yours,
BROWN & MYRICK

Gene L. Brown

GLB/mj

RECEIVED
1953
FOR FILING

S-1036
3443

Lewis

April 22, 1953

Brown & Myrick
Attorneys at Law
Grants Pass, Oregon

Gentlemen:

On September 10th, 1952, you informed us of a claim in behalf of Everett Sketters against R. & M. Construction Company for equipment rental and materials in the sum of $2,641.76 incurred on State Highway Contract No. 3443 for work on the Holland Loop-Josephine County Road. This contract was completed October 29th and accepted by the Commission on January 6, 1953. Will you please advise us of your claim has been settled.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/21

cc - Mr. Everett Sketters

NOTED ON CARD
1-23-53.9

RECEIVED
APR 1953
FOR FILING

Lewis

S-11-3(1)
3443

April 22, 1953

Union Oil Company of California
P. O. Box 3458
Portland 8, Oregon

Gentlemen:

Final payment to R. & M. Construction Company on State Highway Contract No. 3443 for work on the Holland Loop County Road in Josephine County has been delayed due to the filing of a claim, which, as far as we know, has not yet been satisfied.

We are writing the claimant concerning the matter today.

Very truly yours

N. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/21

NOTED ON CARD
4-22-53

Union Oil Company of California

YEON BUILDING PORTLAND 8, OREGON

April 16, 1953.

Oregon State Highway Department
Salem
Oregon

H. B. Glaisyer, Secretary

Gentlemen:

STATE OF OREGON CONT.#3443
R & M CONSTRUCTION CO.

Your letter of February 4 tells us of the acceptance of this contract January 6 and that semi-final payment was in the process of being prepared, and that final payment of approximately $4,000.00 would not be in line for payment for about a month.

We would very much appreciate being informed as to whether or not final payment has now been made. If not, when do you anticipate that it will be?

Thank you.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

4-16-53

FORM 401

RECEIVED
FOR FILING

S-1463(.)

March 13, 1953

Mr. Sam B. Harbison
Attorney at Law
220 South Central Avenue
Medford, Oregon

Dear Sam;

This is a rather belated reply to your letter of March 4, 1953 concerning the claim of Mr. Everett Skeeters, Grants Pass, against R. & M. Construction Company arising out of the contract awarded R. & M. Construction Company for bridge construction on the Holland Loop County Road in Josephine County, State Highway Contract No. 3443. According to our records, the claim is in the amount of $2,641.76 and there is owing to R. & M. Construction Company as final payment for the job, the sum of $3,587.55. You inquire if there is some procedure that can be initiated to clarify our records so the monies owing to R. & M. Construction Company can be released.

It is the policy of the Highway Commission not to release final payment to a contractor if there are outstanding claims against the work upon which he is engaged. The members of the Commission are not familiar with the details of the claims and were they to attempt to pass on them, it would necessitate employment of a considerably larger legal force than we now have and that, of course, is not required by statutes.

The Commission feels that the public looks to them for protection and that the Commission would be derelict in its duty if it did not provide such protection. In the present instance, the Commission knows nothing of the legitimacy of the Skeeters' claim except that it represents equipment rental and materials furnished in the amount stated. The Commission does not want to unfairly withhold payment to a contractor, on the other hand, it wants to be fair to the claimant. If the Skeeters claim is a just claim against the job, it seems to me that there should be some way to dispose of it. If it is not a just claim against the job, that is a different matter. The Highway Commission should be advised fully concerning it inasmuch as monies earned on a highway contract are what might be called trust funds for the payment of claims arising out of that particular job. Other than the above, I have no suggestions to offer. I regret, of course, that it's necessary to withhold the final payment to R. & M. Construction Company until a satisfactory solution of this claim has been reached.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

SAM B. HARBISON
LAW OFFICES
220 SOUTH CENTRAL AVE.
MEDFORD, OREGON

March 4, 1953

Mr. H. K. Glaiser, Secretary
Highway Commission
State of Oregon
Salem. Oregon

Dear Mr. Glaiser:

This office represents John B. Robison and his wife, who are doing business as A & M Construction Company.

Heretofore the Construction Company consisted of Mr. Robison and his brother-in-law--the brother of the present Mrs. Robison. Prior to the new set-up the Construction Company had dealings with Mr. Skeeters of Grants Pass, and at that time Mr. Skeeters was represented by Gene L. Brown, who is now Senator Brown and engaged in the Legislature. It would probably be safe to say that the Senator now does represent Mr. Skeeters.

Gene Brown got all enthused about his claim, and forwarded a copy of his claim to the Highway Commission, which in turn, of course, advised the bonding company, and then let the matter set. That transpired back in September 1952. I was able to show Gene that in truth and in fact Skeeters owes Mr. Robison some money. But in any event, it was an unliquidated claim of no merit and should not be allowed to remain on our record so as to prevent any pay-off from the State of Oregon. Your files will indicate that there will be a pay-off shortly of some $4000.00, and we are most anxious, in order to continue operations, to receive that $4000.00, which is justly due us from the State of Oregon. Not only that, our position with the bonding company has been jeopardized. Gene has just been too busy politicing to take care of me on this, and I was wondering if I could initiate some proceeding in order to clear the records so that we could receive this pay-off from the State. I am not just quite sure what you people would require, and therefore I write this letter with the respectful request that you advise me as to that.

On a more personal vein, I was wondering how Birdie was getting along with the armed services. He is probably a 4 star general by now.

With kindest personal regards.

Very truly yours,

ANSWERED
H. K. GLAISER

Sam B. Harbison

SBH:VH

RECEIVED
FEB 26 1953
FOR FILING

February 26, 1953

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3443 for work performed on the Holland Loop Section of the Holland Loop County Road in Josephine County was completed by the contractor, R. & M. Construction Co., on October 29, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $3,587.55 will be released to the contractor on or after March 9, 1953, providing outstanding claim has been satisfied and this office advised. The total contract amount is $133,218.40, of which amount $345.23 represents force account items.

There is a claim filed against this project by Everett Sketters through his attorneys, Brown & Myrick. This claim is for equipment rental and materials furnished in the amount of $2,641.76, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Aetna Casualty & Surety Co.
O. Cyrus Bishop, Agent
319 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-27-53

RECEIVED
FEB 26 1953
FOR FILING

February 26, 1953

Brown & Myrick
Attorneys at Law
Grants Pass, Oregon

Attention: Mr. Gene L. Brown

Gentlemen:

Our records show a claim filed by you on behalf of your client, Mr. Everett Sketters, for equipment rental and materials furnished to the R. & M. Construction Company in connection with State Highway Contract No. 3443, covering the Holland Loop Section in Josephine County.

This claim, in the amount of $2,641.76, reached this office on September 10, 1952, however, it was not filed with the Secretary of State nor have we been advised of a settlement.

Please advise us immediately whether or not your client's claim has been satisfied as we are now prepared to release final payment to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-26-53

RECEIVED
FEB 5 1953
FOR FILING

S-1120

February 4, 1953

Union Oil Company of California
Union Oil Building
425 First Street
San Francisco 20, California

ATTENTION: T. J. Fahay
Credit Manager

Dear Sir:

State Highway Contract #3443 awarded to the R & M Construction Company for structures and approaches on the Holland Loop County Road in Josephine County, was completed October 29, 1952 and accepted by the Commission on January 6, 1953.

Semi-final payment in the amount of $6,320.82 is now in process and should be in the contractor's hands in about two weeks.

Final payment in the sum of approximately $4,000.00 will probably not be in line for payment for about a month.

Very truly yours,

Secretary

FAQ:dc

Union Oil Company of California

425 FIRST STREET SAN FRANCISCO 20, CALIF.

January 30, 1953

Oregon State Highway Commission
Salem
Oregon

Re: R & M Construction Co.
State Highway Contract #3443

Would you please be kind enough to tell us if this job has been accepted by the Commissioner and if so under what date.

It would be appreciated if you would also tell us how much money is still owing to the R & M Construction Company on this contract and when you anticipate that a check will be mailed for the amount.

Thank you very much.

T.J. Fahay

Fahay

Credit Manager

Semi Final 6330.82
Retained 4009.20
10339.02

TJF:lr

RECEIVED
FEB 2 1953
OREGON
STATE HIGHWAY COMMISSION

FORM 401

RECEIVED
FILED
FOR FILING

S-1031.1
3142

February 3, 1953

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to R. & M. Construction Co. in connection with contract No. 3043, for constructing structures and approaches on the Holland Loop Section of the Holland Loop County Road in Josephine County.

This payment, in the amount of $6,320.82, will be released to the contractor on or after February 13, 1953. The retained percentage is $4,009.20.

There is a claim filed against this project by Brown & Myrick on behalf of Everett Sketters for equipment rental and materials, amounting to $2,641.76, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. G. Cyrus Bishop
319 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-3-53

RECEIVED
SEP 13 1952
FOR FILING

September 12, 1952

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

There has been forwarded to this office correspondence eminating from the law offices of Brown and Myrick at Grants Pass stating that Mr. Everett Sketters has a claim against R and M Construction Company for equipment rental and materials furnished in the sum of $2,641.76. From the information given to us it appears quite certain that the job to which they refer is State Highway Contract No. 3443, awarded to R & M Construction Company for structures and approaches on the Holland Loop Section of the Holland Loop County Road in Josephine County.

We provide this information as the Aetna Casualty and Surety Company furnished the performance bond with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/11

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R & M Construction Co.
12 Main Street
Central Point, Oregon

NOTED ON CARD
9-12-52, gk

RECEIVED
FOR FILING

2443

September 12, 1952

Brown and Myrick
Attorneys at Law
Grants Pass, Oregon

Gentlemen:

Copies of your letters to Mr. Phil Oakley and Mr. John Robinson of the R & M Construction Company concerning a claim against the R & M Company by Mr. Everett Sketters in the amount of $2,641.76 has been referred to this office for a reply. From the information given, the work to which you refer is apparently State Highway Contract No. 3443 awarded to R & M Construction Company for structures and approaches on the Holland Loop County Road in Josephine County. This contract has not yet been completed, but it is estimated that it will be done about November 1.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received. The Aetna Casualty and Surety Company through G. Cyrus Bishop, 319 Yeon Building, Portland 4, furnished the performance bond with this contract.

If you feel it necessary to protect your client's claim for a period longer than six months following completion of the contract and acceptance by the Highway Commission, it might be that you would wish to file the claim with the Secretary of State. Although you are undoubtedly familiar with the provisions of the law in this case, we have for your convenience attached an excerpt outlining the suggested procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/11
Attach.

FORM E-20 25M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1952

SUBJECT: Holland Loop Bridges
Contract No. 3443

To: Mr. H. B. Glaisyer
O f f i c e

3

Dear Sir:

Please note the attached correspondence from Tom Edwards concerning a possible claim against the R & M Construction Company, contractors on the above job. Will you please advise the attorneys of the claimants as to the proper procedure in filing the claim against the job.

Very truly yours,

C. A. Gardner

C. A. Gardner
Bridge Office Engineer

CAG:aa

Attached

FORM E-80 37,000 4-52 80000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 8, 1952

SUBJECT:

To: G. S. Paxson
Bridge Engineer

34

Dear Sir

We attach hereto correspondence concerning accounts outstanding against the R & M Construction Company on the Holland Loop Bridge Project.

Please take the necessary steps to insure holding of the bond until payment is made.

Very truly yours

TOM EDWARDS
Division Engineer

TE:

Enc.

cc Phillip Oakley
John Robinson

Gene L. Brown
Attorney at Law
Grants Pass, Oregon

Mr. Phil Oakley
P. O. Box 306
Grants Pass, Oregon

Dear Mr. Oakley

I am enclosing a copy of the letter and statements send to Mr. John Robinson, R & M Construction Company, Cave Junction, Oregon, relative to Monies due and owing to Mr. Everett Skeeters for equipment rental and materials furnished to R & M Construction Company in their performance of a contract over which I understand the State has supervision.

The work referred to is the construction of the two bridges in the Sucker Creek vicinity of the Illinois Valley.

This letter is being written you in order that you may have notice of the claim of Mr. Skeeters prior to the releasing of the bond of the R & M Construction Company and the making of final payments.

Very truly yours,

BROWN & MYRICK

Gene L. Brown

Copy

BROWN & MYRICK
Attorneys at Law
Grants Pass, Oregon

Sept. 3, 1952

Mr. John Robinson
R & M Construction Company
Cave Junction, Oregon

Dear Mr. Robinson:

I am writing to you at the request of Mr. Everett Sketters relative to the payment of the enclosed statement which shows a balance of $2,641.76 due to him for the equipment rental and materials furnished.

This equipment and these materials were used in the construction of the two bridges in the vicinity of Sucker Creek, and since that job is nearing completion, Mr. Skeeters feels that a settlement should be made at this time of your account with him. You will note that on one of the enclosed statements, allowance has been given to you for the time when Mr. Skeeters used your caterpillar and compressor.

I am sending a copy of this letter to Phil Oakley of the Oregon State Engineers for his information and requesting that the bond not be released on this job and final payment made until settlement of this account with Mr. Skeeters has been completed.

I trust you will see your way clear to make full and complete settlement of this account without further delay in order to avoid the necessity of legal action.

Very truly yours

Brown and Myrick

Gene L. Brown

Copy

RECEIVED
SEP 9 1952
FOR FILING

September 8, 1952

B. & M. Construction Co.
12 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 90 days, from July 31 to October 29, 1952, within which to complete your contract No. 3403 covering the Holland Loop Section of the Holland Loop County Road in Josephine County.

The Highway Commission granted your request for an extension of time subject to the condition that you reimburse the State for all engineering costs incurred subsequent to July 31, 1952, the termination date of the first extension, as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

H. H. McClure,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 28, 1952

Copy with enclosure to Mr. Jackson

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letters of August 25, 1952 submitting Price Agreements Nos. 3 and 4 for work on Oregon Project S-103(1), Holland Loop Section.

We cannot approve either of the proposed price agreements as the work involved is in connection with the approach grading. The grading work was included in the same contract with the bridges but without provision for Federal participation in the cost.

We are therefore returning without action all copies of the two agreements.

Very truly yours,

C. G. Polk
District Engineer

NOTED
W. C. WILLIAMS

Encls.

RECEIVED
AUG 2[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 1 1952
FOR FILING

July 16, 1952

State Highway Commission

Request for extension of time
No. 3
August 18 and 19 meeting.

Gentlemen:

Re: Holland Loop Section
Contract 3443

Herewith an application for an extension of time from July 31 to October 29, 1952, for the completion of the work on the Holland Loop Section of the Holland Loop County Road in Josephine County, H. & H. Construction Company, contractors.

The contract completion date was November 30, 1951, and the time was previously extended to and including July 31, 1952. This first extension was granted without penalty to the contractor because of the addition of one span to the lower Sucker Creek Bridge after the contract was let. The extension previously granted was sufficient to account for all extra work entailed by this change.

It is therefore recommended that the second extension be granted subject to the condition that the contractor reimburse the State for all engineering costs incurred subsequent to July 31, 1952, the termination date of the first extension. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 7, 1952

SUBJECT:

To: G. S. Paxson
Bridge Engineer

FAS-267

Dear Sir:

On Wednesday, February 28, Mr. McClure, Roberts and myself met with the Josephine County Court in regard to raising the grade at the Upper Sucker Creek Bridge.

The Court approved this change as evidenced by the attached letter.

Very truly yours,

TOM EDWARDS,
Division Engineer

EE:rw

cc C. C. McClure
J. W. Cattrall
H. G. Smith

RECEIVED
MAR 10 1952
ENGINEER

FRED W. RICHARDS
COMMISSIONER

RECEIVED
FOR FILING
MAR 5 1952
FILE

RAYMOND A. LATHROP
JUDGE

L. M. MITCHELL
COMMISSIONER

COUNTY COURT OF JOSEPHINE COUNTY

GRANTS PASS, OREGON

March 3rd. 1952

Mr Tom Edwards
Division Engineer
Box 551
Roseburg, Oregon

Dear Mr Edwards:

The Josephine County Court has inspected the plans for the proposed new Upper Sucker Creek Bridge on the Holland Loop, together with the February 6th. letter from Paxton to you which set forth in rough detail that the County's share of the costs would be $7000.00 more than estimated.

Inasmuch as we have agreed to pay the costs of grading and surfacing the bridge approaches ,plus eight percent engineering, in the agreement of Dec. 19th. 1950, we accept this responsibility. We would prefer to pay after July 1st. 1952, as we have our 1951-52 budget fully allocated. The Commission can keep the money out of the first gas tax remittance after July 1st. if that is acceptable to them.

As we indicated to you in our conference last Thursday, we are more than anxious to have the work progress on the Holland Loop, and want to do everything in our power to expedite it.

We hope that if and when more Federal Aid money is available, additional work will be scheduled on this Loop. We will do our best to co-operate in every way.

Very truly yours

Raymond A Lathrop

Raymond A. Lathrop, County Judge

L M Mitchell

L.M. Mitchell, County Commissioner

Fred W. Richards

Fred W. Richards, County Commissioner

cc to Oregon State Highway Com.

RECEIVED
FCR FILING

February 25, 1952

Mr. Wm. J. McLean
Linkhart & McLean Insurance
Cave Junction, Oregon

MISC. CONTRACTS and
AGREEMENTS No. 1164

Dear Sir:

With reference to your letter of February 18 in regard to the status of the Holland Loop Road, you are advised that, in so far as we know, Josephine County is meeting all requirements of the agreement between the State and County.

The agreement stipulated that the State would construct permanent structures at approximately ten bridge sites. The County would pay for construction of approaches to such structures and deposit with the State the estimated cost of such approaches. It was further stipulated that the County would place such gravel as was necessary in order to maintain the road as a gravel road. There was no commitment on the part of either the County or the State to oil the road now. There are presently no plans in the making for the construction of an oil surface.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg
cc Mr. W. C. Williams

LINKHART & McLEAN INSURANCE

CAVE JUNCTION, OREGON

Phones:

Cave Junction 3802 - Kerby 1306

February 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I have been requested by a group of tax payers in Josephine County who are interested in knowing the status of the Holland loop road, which leaves the Oregon Caves Highway approximately two miles east of the junction of the Oregon Caves and Redwood Highway, which makes a loop coming back to the Oregon Caves Highway at a point approximately eight or nine miles from the aforesaid junction. No doubt, you are acquainted with the present bridge building program which has been under way during the last nine months.

The information that we would like to have you supply us with is in regard to the surfacing of this road. Has the Josephine County court complied with all the state requirements at the present time? In other words is the road ready for the state to start their oiling operation this summer and if so is this included in the state agenda for completion this summer? If there is additional work to be done by Josephine County, we would appreciate knowing just what it consists of.

We appreciated your past co-operation in opening the Redwood and Oregon Caves Highway to logging last year.

Yours very truly,

NOTED
W. C. WILLIAMS

Wm J McLean

W. J. McLEAN

cc: Josephine County Court

THE HALLMARK OF INSURANCE
THE HOME INSURANCE COMPANY OF N.Y.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1952

SUBJECT:
Holland Loop Bridges

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

I have your letter of January 31 concerning the raising of the grade at the Upper Sucker Creek Bridge. We are revising our bridge plans to fit this new grade line.

This matter should be brought to the attention of the Josephine County Court. Under date of December 19, 1950 we entered into an agreement with the county covering this project, and in this agreement the county agreed to acquire all right of way and to pay all costs of grading and surfacing the bridge approaches plus an additional sum of eight percent of such costs to cover engineering and supervision. In the agreement these costs, including engineering, were estimated at $23,140. The costs of the grading items, as bid in the contract, totals $26,521.50. This raising of the grade at the Upper Sucker Creek will add a net cost of $1,603.30, making the total net cost of grading and surfacing $28,124.80. Eight percent engineering will bring this to $30,374.78, which is more than $7,000 greater than the estimated amount in the agreement.

I agree with you that the grade line should be raised but feel that the County Court should be contacted so that they know approximately what the total project will cost them.

I am attaching hereto prints from the profile showing the revised grade line.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc W. C. Williams
H. H. McClure

FORM E-30X 28M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 31, 1952

SUBJECT:

To:

G. S. Paxson
Bridge Engineer

Dear Sir:

We forward herewith two prints, a profile and a statement of cost in regard to raising the upper Sucker Creek Bridge on the Holland Loop Section. I have examined the site and I would recommend that the change be made.

The bottom of the proposed new bridge, that is, bottom of stringer on up stream face, is slightly higher than the bottom of stringer on the existing wooden bridge. However, the approach to the existing wooden bridge is such that in cases of extreme high water the road has been over flowed. This will not be possible with the new approaches and, consequently, I feel that the proposed elevation is not excessive.

Very truly yours,

Tom Edwards

TOM EDWARDS,
Division Engineer

TE:rfw

Enc.

Holland Loop Section
Contract #3443

The following estimated list of quantities are those which will be required to raise Bridge #7334 to grades shown by the accompanying profiles. These are additional quantities over and above those shown on original list of contract items.

Trench Excavation	10	cu.yd.	@ $3.50	=	$ 35.00	
Borrow Excavation Unclassified	1925	" "	0.52	=	1001.00	
Truck haul on Borrow	3000	yd.mi.	0.12		360.00	
12" Concrete Pipe	24	li.ft.	2.00	=	48.00	
Selected roadbed topping	90	cu.yd.	0.62	=	55.80	
Hauling roadbed topping	135	yd.mi.	0.10	=	13.50	
3/4"-0" Material in Surfacing	15	cu.yd.	6.00	=	90.00	
			Total		1603.30	
Plus 12½% Contingencies & Engr'g					200.41	
						1803.71
Structure:						
Class A Concrete	2.52	cu.yd.	@ 54.00	=	136.08	
Metal Reinforcement	895.98	lb.	0.11	=	98.56	
			Total		234.64	
Plus 12½% Contingencies & Engr'g					29.33	
						263.97
			Grand total			$2067.68

Sucker Creek.

+66

+22 Temp. Con.

Proposed Grade

850' V.C.

-0.96

Original Grade
Ground Line Exting Rd?

Temporary
Connection

+00 - 15387.1

Sucker Creek.

+66

+22

Temporary Connection

+4.013

1560

50

Proposed Grade

850' V.C.

Ground line Existing Road

40

Temporary Connection

30

1520

+00 - 153871

N 26°38' W

200' Sp.

5 - 8°06'

OREGON STATE HIGHWAY DEPARTMENT

HOLLAND LOOP COUNTY ROAD
UPPER SUCKER CREEK BRIDGE

SHOWING

PROPOSED GRADE CHANGE TO
PROVIDE ADDITIONAL WATERWAY

Scale: 1" Vert = 10'
1" Horz = 100'

January 1952

+4.013

1560

50

40

30

1520

200' SP.

Sucker Cr

+ 95

850' V.C.

+ 22

Tem
Co

Proposed Grade

-0.96

Original Grade
Ground Line Exting Rd?

Temporary
Connection

871

+00 - 153.87

.V 26°38'W

7°C.F.
Δ 63°02
Ts 628.76

470

250' Sp.
S 8°45'
a 2.8

250'
S 12°
a 4

465

TRACE STANDARD MARK
CROSS SECTION 10 X 10
PRINTED IN U.S.A.
ON IMPERIAL TRACING CLOTH

Sucker Cre

+4013

1560

50

40

30

1520

+56

+22

Temporary Connection

850' V.C.

Grade

Ground line Exiting Road

Temporary Connection

+00 - 15387

N 26°38' W

250' Sp.
S 8°45'
a 2.8

170.88 P.T.

124.50 P.S.

250' Sp.
S 12°30'
a 4

74.50 P.S.C.

10° C.R.
Δ 36°39'
Ts 316.07

910.00 C.S.

250' Sp.
S 12°30'
a 4

N 13°01' E

141.00 P.T.

191.65 R.S.

200' Sp.
S 8°00'
a 4

470

475

480

SHOWING

PROPOSED GRADE CHANGE TO
PROVIDE ADDITIONAL WATERWAY

Scale: 1" Vert = 10'
1" Horz = 100'

January 1952

+A.013

1560

50

40

30

1520

200' SP.
5-8°00'
a 4

N10°01'E

141.00 P.T.

191.65 R.S.

480

TRADE STANDARD MARK
CROSS SECTION 10 X 10
PRINTED IN U.S.A.
OF IMPERIAL TRACING CLOTH

RECEIVED
FOR FILING

244

January 11, 1952

R. & H. Construction Co.
12 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 243 days, from November 30, 1951 to and including July 31, 1952, within which to complete your contract No. 3443 for construction of structures and approaches on the Holland Loop Section of the Holland Loop County Road in Josephine County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards
~~W. D. Lytle,~~
Division Engineer

H. H. McClure,
Resident Engineer

C. S. Paxson,
Bridge Engineer

NOTED ON CARD
1-11-51 gl

RECEIVED
NOV
FOR FILING

3-1-2(1)
3-11-2

November 23, 1953

Request for extension of time
No. 2
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Holland Loop Section
Contract No. 2143
H. & H. Construction Company

Herewith application for time extension for the completion of the structures on the Holland Loop County Road in Josephine County.

This project calls for completion on November 30, 1953. There was considerable delay in receiving steel for the structures, and it became necessary to salt one span to one of the structures. This has delayed the work so that it will not be finished during this construction season. The existing bridge at the location of the uncompleted work is carrying traffic, and no inconvenience is being caused.

Due to these facts, we would recommend that the extension to and including July 31, 1954 be granted without penalty. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CCPalb

RECEIVED
FOR FILING

Mrs Lewis

October 9, 1951

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have received a letter from Stephen W. Matthieu, in which he writes as follows:

"Recently, on behalf of Collins Concrete and Steel Pipe Co., an Oregon corporation, I filed a claim against the above bond in the sum of $847.79. This is to advise you that the claim has now been paid in full."

This is in connection with the claim filed August 31 against R. and M. Construction Company on State Highway Contract No. 3443 for structures and approaches on the Holland Loop Josephine County Road. Inasmuch as your Company appears as surety on the above-described contract we have forwarded this information for your records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-8

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R. & M. Construction Company
12 Main Street
Central Point, Oregon

RECEIVED
FOR FILING

- Mrs Lewis

October 9, 1951

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

We acknowledge with thanks your letter of September 28 in which you state that the claim filed on behalf of Collins Concrete and Steel Pipe Company in the sum of $847.79 has been paid in full.

This is in connection with the claim filed against R and M Construction Company on State Highway Contract No. 3443.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10-8

FILED ON CARD
11-5-51 bpl

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

September 28, 1951

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Re: Bond 42 S 11011
Principal: John B. Robison &
Henry I. Morrow, d.b.a.
R & M Construction Co.
Bridge Contract Nos. 3443-7325
Holland Loop Section
Josephine County, Oregon

Recently, on behalf of Collins Concrete and Steel Pipe Co., an Oregon corporation, I filed a claim against the above bond in the sum of $847.79. This is to advise you that the claim has now been paid in full.

Very truly yours,

Stephen W. Matthieu

SWM:M
cc: Collins Concrete & Steel Pipe Co.
Aetna Casualty & Surety Company

REFERRED TO
Avery
BY SECRETARY

prepare usual letter
record on card

RECEIVED
FOR FILING

September 6, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of August 31 to which was attached three copies of a claim filed with your office by the Collins Concrete and Steel Pipe Company against R. and M. Construction Company in the sum of $847.79 for materials furnished on State Highway Contract No. 3443, your file No. 3289.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 9/5

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 31, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Stephen A. Matthieu, Attorney at Law, Pacific Building, Portland 4, Oregon, and filed as of this date, a Notice of Claim by Collins Concrete and Steel Pipe Company, an Oregon corporation, for materials furnished, consisting of corrugated metal pipe in the sum of $847.79 against the bond taken from James B. Robinson and Henry I. Morrow, doing business under the firm name and style of R and M Construction Co., as principals, and the Aetna Casualty and Surety Company, a corporation, as surety, for materials furnished in connection with the work upon the Holland Loop County Road, in Josephine County, Oregon, under a contract between said R and M Construction Co., and the State of Oregon, by and through its State Highway Commission, which contract is dated December 19, 1950. Our File No. 3289.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

M:Fb
Enc

REFERRED TO BY SECRETARY

RECEIVED
SEP 4 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

September 6, 1951

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Collins Concrete and Steel Pipe Company against R. and M. Construction Company. The claim which is in the amount of $847.79 is for corrugated metal pipe furnished to R. and M. Construction Company on State Highway Contract No. 3443 for building structures and approaches on the Holland Loop County Road in Josephine County.

The above information is made available to your Company as it appears as surety on the performance bond furnished with Contract 3443.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md 9/5
Attach.

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R. and M. Construction Company
12 Main Street
Central Point, Oregon

TO: The State of Oregon
Salem
Oregon

NOTICE is hereby given that the undersigned, Collins Concrete and Steel Pipe Company, an Oregon corporation, has a claim for materials furnished, consisting of corrugated metal pipe in the sum of $847.79 against the bond taken from James B. Robinson and Henry I. Morrow, doing business under the firm name and style of R and M Construction Co., as principals, and the Aetna Casualty and Surety Company, a corporation, as surety, for materials furnished in connection with the work upon the Holland Loop County Road, in Josephine County, Oregon, under a contract between said R and M Construction Co., and the State of Oregon, by and through its State Highway Commission, which contract is dated December 19, 1950.

COLLINS CONCRETE & STEEL PIPE COMPANY

By J. J. [illegible]
President

Endorsed:

FILE NO. 3289
FILED JAN. 31 1951
EARL T. NEWPORT, Secretary of State

RECEIVED

Mrs Lewis

S-1911(1)

3443

August 27, 1951

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland, 4, Oregon

Dear Mr. Matthieu:

As requested in your letter of August 24 we are mailing to you under separate cover a certified copy of Contract No. 3443 awarded to R. & M. Construction Company for structures and approaches on the Holland Loop Section of the Holland Loop Josephine County Road.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

August 24, 1951

3443

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

I herewith enclose an affidavit executed in accordance with Section 98-101, Oregon Compiled Laws Annotated, and based thereon, request a certified copy of the contract and bond given by R & M Construction Co., and Aetna Casualty and Surety Company in connection with the construction of the Holland Loop County Road, in Jospehine County, Oregon.

Very truly yours,

Stephen W Matthieu

SWM:M

Enclosure

REFERRED TO
BY SECRETARY

RECEIVED
STATE HIGHWAY COMMISSION

3-27-57

A F F I D A V I T

STATE OF OREGON)
: ss
County of Multnomah)

I, Stephen W. Matthieu. being first duly sworn. depose and say: That I am Treasurer of the Collins Concrete and Steel Pipe Co., an Oregon corporation. and that I am also a duly licensed and practicing attorney for the State of Oregon with authority to represent said Company in all matters herein referred to; that said Collins Concrete and Steel Pipe Co., has a claim against R & M Construction Co., P. O. Box 1673, Central Point. Oregon, as principal and Aetna Casualty and Surety Company. a Connecticut corporation. as surety, for materials furnished in connection with the construction of the Holland Loop County Road in Josephine County. Oregon; that a more exact description of said contract is not known to me.

On behalf of the Collins Concrete and Steel Pipe Co., I desire a certified copy of said contract and the performance bond for the purpose of enforcing the right of said Collins Concrete and Steel Pipe Co., to such claim as it may have against R & M Construction Co., and/or Aetna Casualty and Surety Company.

Stephen W Matthieu

Subscribed and sworn to before me this 24th day of August. 1951.

Mary E. Tollman
Notary Public for Oregon

My Commission expires May .. 19..

RECEIVED
FOR FILING

August 17, 1951

Collins Concrete and Steel Pipe Co.
3841 North Columbia Boulevard
Portland 17, Oregon

Attention: D. C. Arnold, Accountant

Gentlemen:

The Aetna Casualty and Surety Company through its agent, G. Cyrus Bishop, 319 Yeon Building, Portland 4, furnished the performance bond on Contract No. 3443 with R. & M. Construction Company for structures and approaches on the Holland Loop Section of the Holland Loop County Road in Josephine County. The completion date of this contract is set for November 30, 1951.

This is in response to your letter of August 16.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

"THE PYRAMIDS"
Pyramid 1892
CONCRETE PRODUCTS
ESTABLISHED

J. J. COLLINS, PRESIDENT
TWINOAKS 5551

Collins Concrete and Steel Pipe Co.

3841 N. COLUMBIA BOULEVARD
PORTLAND 17, OREGON

CONCRETE SEWER,
CULVERT AND IRRIGATION PIPE
CONCRETE METER BOXES
HIGHWAY GUARDRAIL POSTS
DRAINAGE TILE

CORRUGATED METAL CULVERT PIPE
GALVANIZED RANGE BOILERS
STEEL SEPTIC TANKS
ELECTRIC HOT WATER HEATERS
GALVANIZING

August 16, 1951

Oregon State Highway Comm.
Salem,
Oregon.

Gentlemen:

Please advise name of Bonding Company, covering the Holland Loop County Road, Josephine County job awarded R & M Construction Company. Also, we would like the completion date of the job.

Very truly yours,

COLLINS CONCRETE & STEEL PIPE CO.

D. C. Arnold

D. C. Arnold, Accountant.

DCA:cg

RECEIVED
FOR FILING

1-102(1)
3-443

June 19, 1951

Mr. C. C. Folk
Acting District Engineer
Bureau of Public Roads
408 Highway Office Building
Salem, Oregon

Dear Sir:

Re: Holland Loop Bridges
F.A.P. Oregon S-103(1)

Attached please find data to support request for priority assistance for contractor's use in obtaining reinforcing steel for this project. This project is our preference No. 16 for delivery of materials during the third quarter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

Attached

CAOgn
cc C. S. Paxson
C. A. Gardiner

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 9, 19 51

Section Service Creek - Mt. Vernon

Kind of work Rock Production

Highway John Day

Section prefix 12 - 8310

Contractor E. C. Hall Co.

Contract number 3443

Date of contract 12/19/50, 19

Date of completion August 31, 19 51

Date work started March 27, 19 51

Estimated date of completion June 15, 19 51

Amount of contract . . . . . $ 56,657

Per cent of time elapsed 67 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 56,657

Per cent of contract completed, based on total contract price . . . . . 89 %

Engineering cost to date $ 1400.00, 2.5 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor working all week.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

Signed Claude Maham

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			21,380 Cy.		
Estimated quantities moved or placed to date			19,000 Cy.		
Average daily quantities			110 Cy.		
Average daily quantities necessary to complete project on time			29 Cy.		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			20		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 2, Sheep-foot rollers ....., 6 Trucks, 1 Loader, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain		
Tuesday	Showers		
Wednesday	Showers		
Thursday	Showers		
Friday	Cloudy		
Saturday	Cloudy		

RECEIVED
JUN 11 1951
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 41608

RECEIVED
FOR FILING
5-10-51

May 17, 1951

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: W. H. Eagleton
Supt., Fidelity & Surety Dept.

Gentlemen:

We have your letter of May 15 regarding the status of earnings on Contract 3443, awarded to R & M Construction Company.

Accounting records show that estimate payments totaling $15,327.89 have been mailed to the contractor, and at the present time an estimate voucher in the amount of $8,687.64 is in process of payment. This latter payment is for work performed for the month ending May 10. As of May 10, the date of the last estimate, there is being retained as a retained percentage $2,629.47.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1 1 III 3443

1	1-18-51	Vou 1383	2520.00
		3494	3502.79
2			
3	mar	5781	2310.73
4	Apr	6839	6994.37
5	May 10	encente	8687.64

paid 15,327.89

(4) mailed to Contr. 4-27-51

(5) Ret. % $2629.47

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING

PORTLAND 4, ORE.
May 15, 1951

3443

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: R & M Construction Co.
P. O. Box 1673
Central Point, Oregon

Dear Sir:

The captioned contractor has given us his financial statement for the year 1951 for the purpose of continuing his bonding line of credit.

At present he is doing the Holland Loop job 50 miles from Grants Pass. This job is in the amount of $130,000 and we are surety on this contract to the Oregon State Highway Commission.

Would you please give us the estimates paid to date and the retainage withheld?

Your cooperation would be appreciated.

Yours very truly,

W. H. Eagleton

Supt. Fidelity & Surety Dept.

WHEagleton:fc

RECEIVED TC
BY SECRETARY

BANK AND AGENT
AUTO PLAN

April 23, 1951

NOTED
J. W. CATTRALL

Mr. L. M. Mitchell
County Commissioner, Josephine County
Grants Pass, Oregon

Dear Mr. Mitchell;

I wish to thank you for your letters of April 18th and 19th regarding the status of the right-of-way transactions.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

RICHARDS
COMMISSIONER

RAYMOND A. LATHROP
JUDGE

L. M. MITCHELL
COMMISSIONER

COUNTY COURT OF JOSEPHINE COUNTY

GRANTS PASS, OREGON

April 19th. 1951

FAS 267
Josephine Co

Mr. John Cattrell,
State Highway Office
Salem, Ore.

Friend John;

I am not returning this last batch of options for the reason that I have just Recorded the Deed from Arthur Smid and Wife,also,Release of Mortgage covering this tract from Bonners.

Every thing is in order as far as we know,so you have the "High Sign", and we will file the unsigned Option.

Very truly yours,

Josephine County Court.

by L. M. Mitchell

RECEIVED
APR 21 1951
ENGINEER

...CHARDS
...MISSIONER

RAYMOND A. LATHROP
JUDGE

L. M. MITCHELL
COMMISSIONER

COUNTY COURT OF JOSEPHINE COUNTY

GRANTS PASS, OREGON

April 18th. 1951

State Highway Engineer's Office
(Attention John W. Cattrell)
Salem, Oregon.

Friend John:

Referring to yours of April 11th.,find that all parties interested in this deal are agreeable to the change in this easement,but they are scattered"quite some ".

I have Bonners release of Mortgage, signed,and the former option,of course, covers all except the change from 6000 feet to 4200 feet in the easement.

Most of the Deeds are now of Record and this one will be O.K.in time. I will have to wait until Albert Smids rubs out his Mexican Divorce and gets a U.S. one that holds water.

Yours truly

Josephine County Court.

by

Mitch

L.M.Mitchell

April 11, 1951

Mr. Raymond Lathrop
County Judge, Josephine County
Grants Pass, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Enclosed is our option form in quintuplicate for use by Josephine County to acquire a revised parcel on the Chapman Creek-Sucker Creek Section of the Holland Loop County Road. The description has been revised from a 6,000 foot channel change unit to 4,200 square feet, the right-of-way remaining the same, that is: 1.74 acres. Also enclosed are two prints of a sketch map showing this revised ~~channel~~ parcel.

After execution of this option, please return one signed copy to this office. Anything you can do to expedite this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1951

SUBJECT: File No. 16757
Chapman Creek-Sucker Creek
Holland Loop Cy. Road

To: John W. Cattrall
County & City Relations Engineer
County & City Relations Dept.
Salem, Oregon

Dear Sir:

Attached hereto is our option form in quintuplicate for Josephine County to acquire a revised parcel on the Chapman Creek-Sucker Creek Section of the Holland Loop County Road . The description has been revised from a 6,000 foot channel change unit to 4,200 square feet, the right of way remaining the same, that is; 1.74 acres.

Two prints of the sketch submitted by Mr. Lytles' office at the time the revised description was submitted, are enclosed herewith for transmittal to the County. This should be expedited, as Mr. Lytle informs us that "The contractor would like to get this matter settled as soon as possible so that he can start construction of the culvert at Chapmans Creek."

If additional prints of the maps are needed, please advise.

File No.	Name	Area	Channel change area
16757	George and Jean Bonner	1.74 acre	4,200 square feet

Yours very truly,

J. M. DEVERS

By Earl F. Saling

EARL F. SALING

EFS/mab
Attach: option in quintuplicate, 2 sketches
cc: Don Norlin
Forrest Cooper

RECEIVED
APR 11 1951
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 13, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-103(1)
Holland Loop Structures

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

(Revised 1946)

State Oregon

Federal Aid Secondary

Project No. S-253(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of October, 19 49, a program, which was approved on the 5th day of December, 19 49, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of December, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-nine thousand and 00/100

dollars ($ 59,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

o-o 16—11870-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 104+71.25 in the SW 1/4, Section 26, T-39-S, R-8-W, W.M., and survey station 473+22 in the NW 1/4, Section 28, T-39-S, R-7-W, W.M., except survey stations 104+88.75 to 134+15, 134+68.6 to 171+10, and 173+56 to 471+66,

, length 0.078 miles, in Josephine County, being Oregon Federal Aid/Secondary project No. S-103(1), consisting of / a minor structure 0.003 of a mile in length and three bridges, each of more than 20 feet clear span, 0.075 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

10—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-nine thousand and 00/100 dollars ($ 59,000.00), which does not exceed the authorized Federal pro rata share of one hundred thirteen thousand eight hundred seventy-two and 00/100 dollars ($ 113,872.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 329, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By _____
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

By _____
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
APR 13 1951
OREGON DISTRICT

...the day and year first ...will be found in the agree...

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

March 9, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-103(1)
Dear Sir: Holland Loop Structures

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

March 9, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-103(1)
Holland Loop Structures

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:

L. J. Caufield
Principal Highway Engineer

Encl.

April 10, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission for the Holland Loop Structures, Project No. S-103 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

JWW:plc

encl.

March 2, 1951

Mr. C. C. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Holland Loop Structures, Project No. S-103 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JW:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-103 (1)

HOLLAND LOOP STRUCTURES ON THE HOLLAND LOOP COUNTY ROAD IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 23, 1951

Type Code Y007
Culvert (Sta. 104+71.25 to 104+88.75)

1,300	cu. yds.	Structural Excavation	$ 1.80	$ 2,340.00
165	cu. yds.	Class "A" Concrete	52.00	8,580.00
25,000	lbs.	Metal Reinforcement	0.11	2,750.00
All Required		Provide for Traffic and Removal of Old Structure		2,500.00
			Subtotal	$ 16,170.00
			10% Engr. & Cont.	1,617.00
			Total	$ 17,787.00

Type Code X023
Kelly Creek Bridge (Sta. 134+45 to 134+68.6)

160	cu. yds.	Structural Excavation	$ 6.00	$ 960.00
110	cu. yds.	Class "A" Concrete	54.00	5,940.00
15,000	lbs.	Metal Reinforcement	0.11	1,650.00
All Required		Provide for Traffic and Removal of Old Bridge		3,800.00
				$ 12,350.00

Type Code X021
Bucker Creek Bridge (Sta. 171+40 to 173+56)

All Required		Shoring, Cribbing, Etc.		$ 3,600.00
320	cu. yds.	Structural Excavation	$ 6.00	1,920.00
5	cu. yds.	Structural Excavation Below Elevation Shown	15.00	75.00
420	cu. yds.	Class "A" Concrete	56.00	23,520.00
102,000	lbs.	Metal Reinforcement	0.11	11,220.00
All Required		Provide for Traffic and Removal of Old Bridge		5,560.00
				$ 45,895.00

Type Code X021
Sucker Creek Bridge (Sta. 471+66 to 473+22)

			$ 1,600.00
All Required	Shoring, Cribbing, Etc.	$ 5.00	2,100.00
420 cu. yds.	Structural Excavation		
5 cu. yds.	Structural Excavation Below Elevation Shown	15.00	75.00
		54.00	15,120.00
280 cu. yds.	Class "A" Concrete	0.11	7,260.00
66,000 lbs.	Metal Reinforcement		
All Required	Provide for Traffic and Removal of Old Bridge		2,950.00
			$ 29,105.00
	Subtotal		$ 87,350.00
	10% Engr. & Cont.		8,735.00
	Total		$ 96,085.00

Length of Roadway	0.003 mile
Length of Bridges	0.075 mile
Total Length	0.078 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Culvert	$ 17,787.00	$ 9,216.00	$ 8,571.00
Structures	96,085.00	49,784.00	46,301.00
	$113,872.00	$59,000.00	$54,872.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
Funds for Maintenance: Chap. 529, Laws 1939

November 28, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Holland Loop Structures, Project No. S-103 (1).

Six bid proposals and two sets of full scale plans are being sent under separate cover.

The construction of road approaches for these structures is included in the proposed work. No Federal funds are requested for this work but it appears desirable for all work to be performed under one contract because of better coordination in the progress of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JW:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary Highway
Project No. S-103 (1)

HOLLAND LOOP STRUCTURES ON THE

HOLLAND LOOP COUNTY ROAD IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 27, 1950

Type Code Y007
Culvert (Sta. 104+71.25 to 104+88.75)

1,300	cu. yds.	Structural Excavation	$ 1.00	$ 1,300.00
165	cu. yds.	Class "A" Concrete	50.00	8,250.00
25,000	lbs.	Metal Reinforcement	0.12	3,000.00
All Required		Provide for Traffic and Removal of Old Structure		2,000.00
			Subtotal	$ 14,550.00
			10% Engr. & Cont.	1,455.00
			Total	$ 16,005.00

Type Code X023
Kelly Creek Bridge (Sta. 134+45 to 134+68.6)

160	cu. yds.	Structural Excavation	$ 5.00	$ 800.00
110	cu. yds.	Class "A" Concrete	60.00	6,600.00
15,000	lbs.	Metal Reinforcement	0.12	1,800.00
All Required		Provide for Traffic and Removal of Old Bridge		1,500.00
				$ 10,700.00

Type Code X021
Sucker Creek Bridge (Sta. 171+40 to 173+56)

All Required		Shoring, Cribbing, Etc.		$ 4,000.00
320	cu. yds.	Structural Excavation	$ 5.00	1,600.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	25.00
420	cu. yds.	Class "A" Concrete	60.00	25,200.00
102,000	lbs.	Metal Reinforcement	0.12	12,240.00
All Required		Provide for Traffic and Removal of Old Bridge		7,500.00
				$ 50,565.00

Type Code X021
Sucker Creek Bridge (Sta. 471+66 to 473+22)

All Required		Shoring, Cribbing, Etc.		$ 4,000.00
420	cu. yds.	Structural Excavation	$ 5.00	2,100.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	25.00
280	cu. yds.	Class "A" Concrete	60.00	16,800.00
66,000	lbs.	Metal Reinforcement	0.12	7,920.00
All Required		Provide for Traffic and Removal of Old Bridge		3,500.00
				$ 34,345.00
		Subtotal		$ 95,610.00
		10% Engr. & Cont.		9,561.00
		Total		$105,171.00

Length of Roadway	0.003 mile
Length of Bridges	0.075 mile
Total Length	0.078 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Roadway	$105,171.00	$51,207.00	$53,964.00
~~Bridges~~ Culvert	16,005.00	7,793.00	8,212.00
	$121,176.00	$59,000.00	$62,176.00

Type Code X321
Sucker Creek Bridge (Sta. 471+66 to 473+22)

All Required		Shoring, Cribbing, Etc.		$ 4,000.00
420	cu. yds.	Structural Excavation	$ 5.00	2,100.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	25.00
280	cu. yds.	Class "A" Concrete	60.00	16,800.00
66,000	lbs.	Metal Reinforcement	0.12	7,920.00
All Required		Provide for Traffic and Removal of Old Bridge		3,500.00
				$ 34,345.00
		Subtotal		$ 95,610.00
		10% Engr. & Cont.		9,561.00
		Total		$105,171.00

Length of Roadway	0.003 mile
Length of Bridges	0.075 mile
Total Length	0.078 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Bridges	$105,171.00	$51,207.00	$53,964.00
Culvert	16,005.00	7,793.00	8,212.00
	$121,176.00	$59,000.00	$62,176.00

HOLLAND LOOP STRUCTURES

PROJECT NO. S-103 (1)

While negotiations for rights of way are in progress, five parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty-one days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 27, 1950

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 3 ~~January~~, 1951

Section Holland Loop

Highway County Road

Contractor R & M Construction Co.

Date of contract Dec. 19, 1950

Date work started Jan. 4, 1951

Amount of contract $130,041

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . 2 %

Engineering cost to date $ 718, 0.5 %

Kind of work Structures & Approaches

Section prefix 217-1011

Contract number 3443

Date of completion Nov. 30, 1951

Estimated date of completion Nov. 30, 1951

Per cent of time elapsed 45/346 13 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

ENGINEERING

Field crew completed leveling and cross-sectioning of Sucker Creek east approaches. Cross-sections have been taken and reference staked on all approach grading at the four structures and principal road connections have been cross-sectioned. Earthwork has been computed on the Chapman Creek connection, except for channel change which has not been staked or cross-sectioned. No further work will be done on this project by this crew, except for center-line referencing and such staking as the Resident Bridge Engineer deems necessary. This report will be the last submitted from this office.

RECEIVED

Signed Walter T. Wright

Address Resident Engineer
Box 302, Cave Junction, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept.

RECEIVED
JAN 29 1951
FOR FILING

X-102 (1)
3443

January 25, 1951

B. & M. Construction Co.
12 Main Street
Central Point
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3443, which was awarded to you on December 19, 1950 by the State Highway Commission, covering the Holland Loop Section on the Holland Loop County Road in Josephine County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 2 - 1951
FOR FILING

S-11.3(1)

3443

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 1, 1951

file with agreement

NOTED
H. B. GLAISYER

H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of an agreement dated December 13, 1950, between the State of Oregon, acting through the State Highway Commission, and Josephine County, wherein $23,140.00 is assigned by Josephine County to the State Highway Commission out of the first money to become due and payable to that county after July 1, 1951, from State Motor Vehicle Revenue collections.

This agreement has been placed on file for proper withholding in July 1951.

Yours very truly,

EARL T. NEWBRY
Secretary of State

By Harold F. Phillippe
Auditor
Accounting Division

HFP:el

RECEIVED
DEC 3 1951

NOTED
F. QUERY

42-1

December 26, 1950

Honorable Earl T. Newbry
Secretary of State
CAPITOL

Dear Mr. Newbry:

I hand you herewith an executed copy of an agreement between the State Highway Commission and Josephine County providing for the improvement of the county road known as the Holland Loop County Road, Federal Aid Secondary Highway No. 267, which extends from the intersection with the Oregon Caves Highway in the vicinity of Cave Junction to another intersection with said Oregon Caves Highway in the vicinity of Holland, all within the County of Josephine, State of Oregon.

This agreement, you will note, provides for the replacement by the state of three bridges and one culvert on said road, and for construction of approaches thereto. The county shall acquire rights of way, easements, etc., and shall reimburse the state for the cost of grading and surfacing the approaches to the new structures, plus an additional sum to pay the expense of engineering and supervision. The County's total estimated cost amounts to $23,140, which amount the County, by the enclosed agreement, assigns to the State out of the first money that becomes due and payable to the County after July 1, 1951, from State motor vehicle revenues.

The enclosed agreement, which has been signed by the County Court, is being delivered to you as your authority to withhold from Josephine County and credit to the State Highway fund the sum of $23,140.

The contract for the construction of this project was awarded by the State Highway Commission at its meeting on December 19, 1950. It will be appreciated if you will honor the enclosed assignment so as to assure the State of being reimbursed by the County in the amount of the County's share of the expense.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - M. H. Hanks
J. W. Cattrall
S. H. Probert
W. C. Williams

WHJ:fs

Enc.

FORM E-30 2SM 6-49 32802

AUG 19

4 C-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1950

REFERRED TO
Mr Glasgow
By W. W. STIFFLER
for Agenda

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

Enclosed are four copies of an agreement with Josephine County assigning $23,140 of the County's future State Highway Revenue allocation to cover the County's agreed share of the construction cost of the Holland Loop bridges.

Three copies have been executed by the proper county officials and are now ready for presentation to the Highway Commission. After execution by the Highway Commission, a duly executed copy should be forwarded to the Secretary of State as his authority to withhold the $23,140 from the first money due and payable to Josephine County after July 1, 1951.

As per your verbal instructions, this agreement was obtained directly from the Legal Department, so no assignment number was given.

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

A
4 copies & letter

NOTED
W. W. STIFFLER

SYC

Salem, Oregon
December 28, 1950

NOTED
J. W. CATTRALL

Mr. G. S. Paxson, Bridge Engineer
Mr. K. D. Lytle, Division Engineer
Mr. S. H. Probert, Office Engineer

C9A 1274

Herewith an unexecuted copy of an agreement with ~~Jackson~~ Josephine County covering the assignment of $23,140 of the county's future state highway revenue allocation to cover the county's share of the construction cost of the Holland Loop bridges.

Distribution of copies of this agreement is as follows:

Jackson County	1
Secretary, Highway Commission	1
Secretary of State	1
Bridge Department	1
County & City Relations Dept.	1
Division No. 3	1
Office Engineer	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:HM
Att.

cc: Mr. L. H. Warfield

RECEIVED
FORM S-123X 25M 8-50
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

S-103 (1)

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 27, 1950

Mr. T. H. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are five copies each of a fully executed maintenance agreement and encroachment resolution in connection with Oregon Project S-103(1), Holland Loop Section of the Holland Loop County Road, FAS Highway No. 267, in Josephine County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

cc: Mr. J. W. Nash

FORM H-00 REM 8-40 84000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 26, 1950

SUBJECT:

To: Mr. John W. Cattrall
City & County Relations Dept.

Attached hereto is a copy of an agreement with Josephine County covering the assignment of $23,140 of the County's future State Highway Revenue allocation to cover the County's share of the construction cost of the Holland Loop Bridges.

The original of this agreement has been retained in this office for the Commission's files, one fully executed copy has been sent to the Secretary of State and one fully executed copy has been sent to the County Court of Josephine County.

H. H. Cleary

Secretary

rn
attach: 1

RECEIVED
DEC 27 1950
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30 25M 9-49 34882

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 26, 1950

SUBJECT:

To: Mr. John W. Cattrell
City & County Relations Dept.

Attached hereto, for further handling by you, are five fully executed copies of a maintenance agreement with Josephine County covering the Holland Loop Structures, Federal Aid Project S-103(1), on FAS Highway 267 (Holland Loop County Road) in Josephine County.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Josephine County.

Hurseamy E

Secretary

rn
attach: 5

RECEIVED
DEC 27 1950
ENGINEER

RECEIVED
DEC 27 1950
FOR FILING

[illegible] 103(1)

2943

December 26, 1950

County Court of Josephine County
Court House
Grants Pass, Oregon

Gentlemen:

We are enclosing herewith, for the records and files of the County of Josephine, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and Josephine County covering the assignment of $23,140 of the County's future State Highway Revenue allocation in connection with the Holland Loop Bridges, FAS 267.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
DEC 27 1950
FOR FILING

S 103(1)

2443

December 26, 1950

County Court of Josephine County
Court House
Grants Pass, Oregon

Gentlemen:

We are enclosing herewith, for the records and files of the County of Josephine a fully executed copy of a maintenance agreement between the State Highway Commission and Josephine County covering the Holland Loop Structures, Federal Aid Project S-103(1), on FAS Highway 267 (Holland Loop County Road) in Josephine County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
DEC 21 1950
FOR FILING

8103(1)

3443

December 21, 1950

R. and M. Construction Company
12 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission on December 19, 1950, awarded you Contract No. 3443 for construction of reinforced concrete structures and grade and surface on the Holland Loop Section of the Holland Loop County Road near Grants Pass in Josephine County. This award was based on your low bid of $130,041.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Claisyer, Secretary

cc: S. H. Probert
G. L. Paxson

Salem, Oregon
December 19, 1949

NOTED
J. W. CATTRALL

Mr. W. W. Stiffler
O F F I C E

Reference is made to your letter of September 23 re an agreement with Josephine County in connection with work on the Holland Loop County Road, FAS Highway No. 267.

Enclosed are six copies of this agreement signed by the Josephine County Court. These agreements are now ready for presentation to the Commission.

John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM
Encl.

Salem, Oregon
December 18, 1950

Mr. Forrest Cooper
Right-of-Way Engineer

NOTED
J. W. CATTRALL

Herewith copies of right-of-way options as listed below which were obtained by Josephine County regarding the Chapman Creek-Sucker Creek Section of the Holland Loop County Road:

File No.	Name	Area		
16756	Calvin P. McDowell	0.64	acres	R/W
16757	George & Jean Bonner	0.79	"	"
16758	Ashby & Mary A. Fulk	0.79	"	"
16759	Tycer, Nealy & Dennis, Inc.	0.90	"	"
16760	A. J. & Pearl Houck	0.15	"	"
16762	Samuel F. & Sophia Bunch	1.13	"	"
16761	Marvin B. & Tracy M. Cross	0.18	"	"
16763	Richard A. & Deldee Smith	5.0	"	"
16764	Kenneth E. & Lucille Thomas	0.13	"	"
16753	Fred Loesch	20.8	"	G.P.
16754	John W. & Hazel E. Eggers	0.60	"	G.P.
16755	Lawrence E. Sowell	5.73	"	G.P.

Your attention is called to the letter attached to Option No. 16757. The property in question was sold on contract and part of it will be obtained by condemnation.

John W. Cattrall
Engineer, County and City Relations

By: Robert H. Prange
Office Engineer

RHP:MM
Att.

FORM E-30X 15M 8-50 40301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 1n, 1950

SUBJECT: Miles as listed below.
Chapman Cr.-Hunter Creek Section
Holland Loop County Road

To:

Mr. John W. Cattrall
County Right of Way Relations Engineer
P. O. Box 3-
Salem, Oregon

Dear Mr. Cattrall:

Attached hereto are option forms in quadruplicate for the acquisition of the Chapman Creek-Hunter Creek section right of way for the Holland Loop County Road in Josephine County, together with three pieces of property for two gravel pits needed thereon.

Two prints of the right of way map and two prints each of the gravel pit sketches Nos. 1-5-54 and 1-5-55 are also enclosed.

These gravel pits and rights of way are to be acquired by the County. The State Highway Commission wishes to award the project for construction on November 3, 1950.

Profiles are not available as the Bridge Department has not determined the grade of the structures. As soon as these profiles are available, we can forward them to you or the County whichever you wish.

File Number	Name	Area
16756 ✓	Calvin P. McDowell	0.64 acres
16757 -	George & Jean Bonner	0.7 "
16758 -	Ebby & Mary A. Hulk	0.7 "
16759	Tyeer, Healy & Dennie, Inc.	0.30 "
6760 -	A. J. & Pearl Houck	0.15 "
6762	Samuel F. & Bonnie Lynch	1.13 "
6761	Mervin C. & Tracy M. Cross	0.1 "
6763	Richard A. & Wilbec Smith	5.0 "
6764	Kenneth L. & Lucille Thomas	0.13 "
6753 -	Fred Loesch	0.5 "
6754 -	John F. & Hazel L. Moore ✓	0.60 "
6755	Lawrence E. Powell	5.73 "

Very truly yours,

J. [illegible]
By

Carl F. Ehling

cc
Mr. Forrest Cooper
Mr. C. L. Conklin

Salem, Oregon
December 12, 1950

Mr. W. W. Stiffler
O F F I C E

NOTED
J. W. CATTRALL

Enclosed are seven copies of a maintenance agreement covering the Holland Loop Structures, Federal Aid Project S-103(1), on FAS Highway 267 (Holland Loop County Road) in Josephine County. All seven copies have been executed by Josephine County and are now ready for presentation to the Highway Commission.

As the B.P.R. requires five signed copies, the Highway Commission should execute all seven copies.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Encl.

December 12, 1950

Honorable W. A. Johnson
Josephine County Judge
Grants Pass, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to acknowledge receipt of seven copies of an encroachment resolution and eight copies of a maintenance agreement, executed by the County Court, in connection with the Holland Loop Structures, Project S-103(1), on FAS Highway 297.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
J. W. CATTRALL

December 5, 1950

Honorable W. A. Johnson
Josephine County Judge
Grants Pass, Oregon

Dear Sir:

Enclosed are eight copies each of an encroachment resolution and a maintenance agreement covering the Holland Loop structures proposed for construction as Oregon Federal Aid Project S-103(1).

These are standard forms which the Federal Bureau of Public Roads requires be adopted by the County concerned. The encroachment resolution provides that the County will permit no encroachments within the limits of the project which will permanently interfere with the free and convenient flow of traffic. The maintenance agreement provides that the County will maintain the project after construction in a manner satisfactory to the Bureau of Public Roads.

Please return seven copies of the encroachment resolution and all eight copies of the maintenance agreement, signed by the County Court and attested by the County Clerk, to this office. After signature by the Highway Commission, a duly executed copy of the maintenance agreement will be returned for the County's records. Your immediate attention to this matter will be appreciated.

It will also be appreciated if a brief summary of the status of the right-of-way acquisitions could also be forwarded at this time.

Enclosed is a copy of the project plans and specifications for your information and records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

Encl.

December 12, 1949

NOTED
J. W. CATTRALL

Honorable W. A. Johnson
County Judge, Josephine County
Grants Pass, Oregon

Dear Sir:

Attached are six copies of an agreement covering proposed construction work on the Holland Loop County Road, F.A.S. Highway No. 267.

After signing, please return all six copies to this office. A fully executed copy will be returned to you after execution by the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM
Att.

M E-123 25M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Dec. 1, 1949

Mr. John W. Cattrall
Acting Engineer
County and City Relations
O f f i c e

RECEIVED
DEC 2 1949
ENGINEER
COUNTY & CITY RELATIONS

Attention: Mr. John F. Hagemann,
Field Engineer

Dear Mr. Hagemann:

Returned herewith, are six copies of the form of agreement between the Highway Commission and Josephine County for construction work on the Holland Loop County Road, F.A.S. Highway No. 267, which agreement has been changed as verbally requested by you.

Yours very truly,

J. M. DEVERS

By C. W. Enfield
C. W. ENFIELD
Assistant Counsel

NOTED
J. W. CATTRALL

CWE:FRC

NOTED
J. W. CATTRALL

Oregon Project S-103(1)
FAS Highway 267

12-7-50

RESOLUTION

WHEREAS, a County Road in Josephine County, State of Oregon, known as the Holland Loop County Road, is routed through the County of Josephine, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Josephine County, the section adopted for improvement being more particularly described as follows; to wit:

Double 8'x7' R.C.B.C. over Chapman Creek between Survey Sta. 104+71.25 and 104+88.75
Concrete Slab Span over Kelly Creek between Survey Stations 134+45 and 134+68.6
R.C.D.G. Bridge over Sucker Creek between Survey Stations 171+40 and 173+56
R.C.D.G. Bridge over Sucker Creek between Survey Stations 471+66 and 473+22

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Josephine will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Josephine County, Oregon, that no encroachments will be permitted on the county road, known

as the Holland Loop County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Josephine County, Oregon, this 7 day of Dec —, 19 50.

Attest:

By W. A. Johnson
County Judge

Bess Courtaut
County Clerk

By Lucius Robinson
County Commissioner

By Z. Mitchell
County Commissioner

Form cc-12
Page 2

RECEIVED
DEC 2 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

December 6, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal including special provisions for Oregon Project S-103(1), Holland Loop Structures on Holland Loop Road in Josephine County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
DEC 7 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

5 10 2(1)

1942

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

AA 169 DA 050 PRA579 SSA645

PR SMA 241 NL PD=SALEM ORG 4=

:W C WILLIAMS=

COLUMBUS HOTEL MIAMI FLO=

LAST OFFICIAL ACTION OF HIGHWAY COMMISSION REFERENCE HOLLAND LOOP PROJECT WAS A DEFINITE ORDER TO DEFER BRIDGE CONSTRUCTION UNTIL COUNTY HAS COMPLETED GRADING. UNDER THAT CIRCUMSTANCE DO YOU WISH US TO SEND OUT PLANS FOR BIDS? AGREEMENT HAS BEEN SIGNED BY COUNTY AND ADVERTISEMENT IS BEING RUN=

S H PROBERT=..

NOTED
W. C. WILLIAMS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
1950
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
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Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA061 DA113 AA194

1950 DEC 5

A.MZD025 31 DL COLLECT=BC MIAMI FLO 5 949A=

S H PROBERT=

STATE HIGHWAY DEPT SALEM ORE=

RE HOLLAND LOOP PROJECT IF COUNTY HAS SIGNED AGREEMENT AUTHORIZING WITHHOLDING TAX REVENUES SUFFICIENT TO PAY COST OF APPROACHES IN CURRENT PROJECT PROCEED WITH ADVERTISING AND SENDING OUT OF PLANS=

W C WILLIAMS:

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	X

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
DECEMBER 4, 1950

MR. W. C. WILLIAMS
COLUMBUS HOTEL
MIAMI, FLORIDA

LAST OFFICIAL ACTION OF HIGHWAY COMMISSION REFERENCE HOLLAND LOOP PROJECT WAS A DEFINITE ORDER TO DEFER BRIDGE CONSTRUCTION UNTIL COUNTY HAS COMPLETED GRADING. UNDER THAT CIRCUMSTANCE DO YOU WISH US TO SEND OUT PLANS FOR BIDS? AGREEMENT HAS BEEN SIGNED BY COUNTY AND ADVERTISEMENT IS BEING RUN.

S. H. PROBERT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 2, 1950

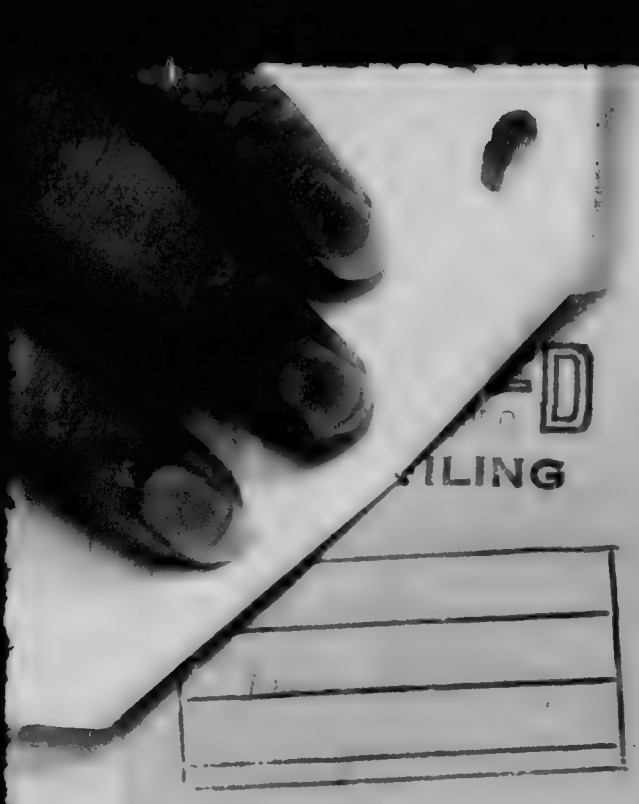
Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise you that Oregon Project No. S-103(1), Holland Loop Bridges, is considered justified as to essentiality and has been transferred from category (b) to category (a) as requested in your letter of October 10, 1950.

Very truly yours,

T. M. DAVIS
District Engineer



October 10, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to federal-aid secondary project No. S-103 (1), involving the construction of six bridges and four culverts on Highway FAS-267 (Holland Loop County Road), which project is Item No. 115 of Oregon's Federal-aid Secondary Program.

In the listing of federal-aid projects remaining to be contracted which was submitted to you on August 4, 1950, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On further consideration of the conditions involved, we find the need for this project to be so urgent as to warrant its transfer to category (a). We therefore now request such transfer.

The bridges and culverts to be constructed are to replace ten existing bridges all of which are old, narrow and in such poor condition as to make further maintenance impracticable. Failure of any one of the ten structures would be of serious consequence to the area which the road serves.

The road serves one of the more important agricultural areas in the southern portion of Josephine County and a large area of commercial timber in the nearby national forest to the south and east. Three sawmills are presently in operation in the area.

Pertinent information relating to the project is as follows:

Length- - - - - - - - - - - - - - - - - -	0.10 mile
Cost- - - - - - - - - - - - - - - - - - -	$100,000
Number of working days- - - - - - - - -	200

Traffic, 1948 - - - - - - - - 175 ADT (24% commercial)
Traffic, Estimated for 1965 260 ADT
Materials - Cement, reinforcing steel and form lumber (All readily available).
Labor- - - - Carpenters, concrete workers and unskilled labor (All readily available).

Plans for the project are practically completed and it is our desire to advertise for bids to be received at a letting to be held on November 9 and 10.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Cattrall

NOTED
J. W. CATTRALL

December 4, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. and E. documents for Oregon Project S-103(1), Holland Loop Structures, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or r ights of entry have been obtained.

Please submit the usual copies of county maintenance agreement and encroachment resolutions prior to the project agreement estimate.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
DEC 6 1950
STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1950
ENGINEER
CONSTRUCTION OPERATIONS

November 29, 1950

NOTED
J. W. CATTRALL

Honorable W. A. Johnson
Josephine County Judge
Grants Pass, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

I hand you herewith three copies of an agreement covering the construction of the bridges and approaches on the Holland Loop Federal Aid Secondary. This agreement, if it meets with the County Court's approval, will cancel and supersede the agreement dated December 30, 1949.

It would be appreciated if all three of these copies would be signed by the Court, attested by the County Clerk, and returned to this office by December 5.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

RECEIVED
NOV 2 1950
FOR FILING

FORM E-30 20M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1, 1950

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

On Thursday morning, November 2, I contacted the Josephine County Court regarding the Holland Loop grading. Commissioners Mitchell and Robinson were present, Judge Johnson being out of town.

The County Commissioners stated that they were aware of their obligation as set forth in the agreement between the County and State regarding the bridges and grading on this road. However, because of the recent flood damage in Josephine County which is presently estimated at approximately $100,000, they will be unable to meet this obligation under their present budget. They did state that they would make provisions in their next budget to perform this grading. They would like to have the grading performed by the State in its contract in order that the entire project may be completed at one time. Since their next budget will not be available until after July 1, 1951, this will cause a considerable delay in the award of this contract. If the Highway Commission will accept a lien on Josephine County's future share of motor vehicle revenues, such payments to be deducted after July 1, 1951, the Josephine County Court will be glad to make such a commitment at this time and provide for this in their next budget.

I have contacted the Bridge Department regarding the estimated date of completion and if this project is let at the December meeting of the Highway Commission, the completion date will be November 30, 1951, in which case the County's money will have been paid to the Highway Commission prior to the completion of the grading.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM

NOTED
J. W. CATTRALL

October 27, 1950

P.A.S 267

Honorable W A Johnson
County Judge, Josephine County
Grants Pass, Oregon

Dear Judge:

Enclosed please find four copies of a revised real estate option, file number 16754, John W Eggers, et ux.

This revised option contains the description of Parcel 1, 0.34 acre needed for R/W purposes and Parcel 2, 0.60 acre needed for a gravel scource. The original description did not include Parcel 1. Please use this revised option and the revised maps attached. The original option file number 16754 may be destroyed.

In addition I wish to inform you that this project has been withdrawn from the list of projects advertised for bids at the November commission meeting. I plan to be in Grants Pass Tuesday afternoon, October 31st and would like to further discuss this proposed project with the court.

Very truly yours,

R H Baldock
State Highway Engineer

By

John W Cattrall
Engr, County and City Relations

FORM E-30 25M 6-50 42268

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

Salem Office
October 26, 1950

SUBJECT: File No. 16754
Holland Loop Section

To: Mr. John W. Cattrall
County and City Relations Engineer
State Highway Department
O f f i c e

Dear Sir:

Our Engineering Department has revised one of the Holland Loop right of way and gravel source options for the Josephine County project which you mailed or took to Josephine County last week. The option in quintuplicate together with two prints of the map are attached hereto. The original option was typed for only 0.6 acre.

File No.	Grantor	Area
16754	John W. Eggers, et ux	0.34 acre - Parcel 1 0.60 acre - Parcel 2

Yours very truly,

J. M. DEVERS

By Earl F. Saling

EARL F. SALING

EFS/bdr
Enc.
cc: Don Norlin
cc: F. Cooper

RECEIVED
OCT 27 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
OCT 19 1950
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

8102 01

2413

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 17, 1950

Mr. R. H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon FAS-103, Holland Loop Road in Josephine County, is approved today.

Very truly yours,

W. H. LYNCH
Division Engineer

Copy to Robert.

NOTED
W. C. WILLIAMS

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 12, 19 50

Section Holland Loop Struct. & Approaches — Kind of work Structures & Approaches

Highway Holland Loop County Road — Section prefix 217-1011

Contractor R & M Construction Co. — Contract number 3443

Date of contract Dec. 19, 19 50 — Date of completion Nov. 30, 19 51

Date work started Jan. 4, 19 51 — Estimated date of completion " 30, 19 51

Amount of contract . . . . . $ 130,041 — Per cent of time elapsed 24/346 7 %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . (Grading: $2,800) . . . . . %

Engineering cost to date $ 269, % — Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

ENGINEERING

Three man field party worked three days on this project, staking cross-sections at west end of project, running line over Kelly Creek bridge and Sucker Creek bridge at west crossing. Staked layout of downstream wings of Kelly Cr. bridge under supervision of bridge engineer.

PROGRESS

Contractor worked 3 man clearing crew three days this week. Clearing area for construction of connection between Chapman Creek and Oregon Caves Highway. Worked part time on erection of equipment shed near Chapman Creek. Commenced digging for footings at Kelly Creek.

RECEIVED
JAN 15 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed Walter T. Wright

Address Box 302, Cave Junction

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41608

RECEIVED
JAN - 5 1950
FOR FILING

Sx 05-(1)

3443

Josephine

Salem, Oregon
January 5, 1950

Mr. H. G. Smith
Construction Engineer

Attached hereto is one unexecuted copy of an agreement with Josephine County in which the State agrees to conduct a survey of the Holden Hoop County Road and replace 16 bridges on the highway.

The original of this agreement has been retained for the Commission's files and one fully executed copy has been sent to the County Court of Josephine County.

L. H. Warfield
Staff Engineer

bl
attach: 1
cc: Mr. G. S. Paxson
Mr. K. D. Lytle

RECEIVED
JAN - 4 1950
FOR FILING

Josephine

January 3, 1950

County Court of Josephine County
Court House
Grants Pass, Oregon

Gentlemen:

I am enclosing herewith, for the records and files of the County of Josephine a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and Josephine County in which the State agrees to conduct a survey of the Holland Loop County Road and replace 10 bridges on the highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

FORM E-30 15M 8-49 31009

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1950

SUBJECT:

To: Mr. John W. Cattrall
City & County Relations Dept

Attached hereto, for further handling by you, are four unexecuted copies of an agreement with Josephine County in which the State agrees to conduct a survey of the Holland Loop County Road and replace 10 bridges on the highway.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Josephine County.

Secretary

rn
attach: 4

Warfield: I have pulled copy marked for County & City.
1/4/50

1 [illegible]
1 [illegible]
1 [illegible]

RECEIVED
JAN 4 1950
ENGINEER
COUNTY

RECEIVED
DEC 28 1949
FOR FILING

December 27, 1949

Memorandum to the Commission

Attached for your approval is the original and one copy of an agreement with Josephine County in which the State agrees to conduct a survey of the Holland Loop County Road and replace 10 bridges on the highway.

The provisions as contained in the agreement were considered and approved by the Commission at its meeting on September 19, 1949, as shown on Page 16172 of the Minutes. The agreement has been signed by the Josephine County Court and approved by W. C. Williams and J. M. Devers for the State.

Secretary

FAQ:md
Attach.

cc - Floyd Query

Salem, Oregon
October 11, 1949

Mr. J. M. Devers
Chief Counsel

NOTED
J. W. CATTRALL

At the September 19-20-21 Commission meeting, the Highway Commission allocated $100,000 of F.A.S. funds for construction work on the Holland Loop County Road, F.A.S. Highway No. 267, in Josephine County contingent on the County's performing certain work on the same highway, all of which is to be set forth in an agreement between the County and the State.

It would be appreciated if you will prepare six copies of an agreement between Josephine County and the State Highway Commission covering the following items.

THINGS TO BE DONE BY STATE:

1. Replace all bridges on F.A.S. Highway 267, the Holland Loop County Road, with a permanent type construction using a 24' roadway. There are ten such bridges, and it is presently estimated to cost $100,000 to replace them.

2. Conduct a survey of the entire route of F.A.S. Highway 267 at an estimated cost of $4,000.

THINGS TO BE DONE BY COUNTY:

1. Acquire all necessary right of way at no cost to State in accordance with the above survey.

2. Widen and make such changes in grade as are necessary in accordance with the above survey with the view of preparing the road for a future surfacing and oiling project.

3. Place enough gravel to enable the County to maintain this road as a gravel surface for the present.

General provisions should show that it is clearly understood by both parties that no commitments as to future surfacing and oiling of this road have been made at this time.

Please forward all six copies of the agreement to this office for further handling.

John W. Cattrall
Acting Engineer,
County and City Relations

By: John F. Hagemann
Field Engineer

JFH:MM

RECEIVED
FOR FILING

8/22/49

3411

Josephine

AGENDA ITEM 4-20-21/49

October 4, 1949

Josephine County Court
Courthouse
Grants Pass, Oregon

Gentlemen:

The State Highway Commission at its last meeting discussed your letter of August 17, in which you set forth your understandings of things to be done by the state and county in the event that an allocation of $100,000 of Federal Aid Secondary Highway funds is made for improvements to the Holland Loop County Road.

I am pleased to inform you that the Commission unanimously approved the allocation of $100,000 to reconstruct the ten bridges on this section of highway. The work will go forward as soon as possible.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBC:ts

4-i

Salem, Oregon
September 23, 1949

Mr. John W. Cettrell

Reference is made to Item 1-4 on the agenda for the Commission meeting held in Portland September 19-20-21.

At the above meeting, the Highway Commission approved a supplemental federal-aid construction program wherein $100,000 was allocated for construction work on the Holland Loop County Road in Josephine County, the allocation being contingent on the County's performing certain work which it agreed to do on the same highway, all of which is to be set forth in an agreement between the County and the State.

NOTED
W. C. WILLIAMS

R. H. Heffler

WHS:mo

cc Mr. O. S. Paxson
Mr. H. O. Smith
Mr. S. H. Probert

HOLLAND LOOP, JOSEPHINE COUNTY

Excerpt from the Highway Commission Meeting Minutes
of September 19, 1949

A letter was presented from the county court of Josephine County setting forth its understanding of the things to be done by the state and of things to be done by the county in the event that an allocation of $100,000 of Federal Aid Secondary Highway Funds is approved by the Commission for reconstruction of ten bridges on the Holland Loop County Road. The county court understanding is that the Highway Commission will allocate a sufficient amount to reconstruct the ten bridges to a permanent type construction, and will also allocate an additional amount to conduct a survey of the entire road. Also, that the county will be expected to acquire all necessary right of way in accordance with the survey, to make such changes in the grade as are necessary with the view to preparing the road for future surfacing and oiling, and to place enough gravel so the county can maintain the road as a gravel road for the time being. The Engineer recommended approval of an allocation of $100,000 for this purpose when the Commission programs its available funds at this meeting. The Commission considered that the county court's understanding of the matter is in conformity with previous discussions, whereupon it approved the recommendation unanimously.

* * * * *

HOLLAND LOOP, JOSEPHINE COUNTY

Excerpt from the Highway Commission Meeting Minutes of August 1, 1949

The Commission discussed a report from the Engineer on the request of the County Court of Josephine County that the improvement of the Holland Loop Federal Aid Secondary Highway be included in the Second Postwar Program. The Engineer recalled that the Commission at the previous meeting discussed a tentative allocation of $100,000 for this road, but deferred action pending further inspection and discussion of the subject with the Josephine County Court. He advised that there are ten bridges on this section of highway, all of which should be reconstructed, at an estimated cost of $97,200. He estimated the cost of surfacing and oiling the road itself at approximately $130,000. He further stated that in his discussion of the matter with the County Court, the court stated that if the Commission will allocate $100,000 for the reconstruction of the bridges the county will grade and surface the highway at county expense as funds become available to the county. The County court also requested, he said, that the state make a survey of the road so the county's part of the work can be done on proper alignment. He recommended approval of the county court's requests. The Commission approved the recommendation unanimously, on the condition that the county court will confirm its offer of cooperation in writing.

* * * * * *

HOLLAND LOOP, JOSEPHINE COUNTY

Excerpt from the Highway Commission Meeting Minutes
of June 28, 1949

The Josephine County Court represented by County Judge W. A. Johnson and Lucius Robinson, County Commissioner; and Mayor Elwood Hussey of the town of Cave Junction appeared before the Commission regarding the improvement of Federal Aid Secondary Highway No. 267 which passes through a town called Holland.

They urged improvement of this road in the current highway program. Chairman Banfield advised that a tentative allotment of $100,000 has been set up for this road, but it now appears that such sum will not be sufficient to do a satisfactory job because of the condition of the bridges, and it is estimated that an allotment of an additional $100,000 will be required. He inquired if the county's financial position will permit county contribution to help finance the project. Judge Johnson replied that the county might be able to do so, whereupon the matter was referred to the Engineer with instructions to discuss the matter further with the County Court.

* * * * * * *

RECEIVED
SEP 11
FOR FILING

September 8, 1949

Oregon State Highway Commission

Gentlemen

I attach hereto a copy of a letter signed by the County Court of Josephine County, setting forth its understanding of the things to be done by the State and the county in the event that an allocation of $100,000 of Federal Aid Secondary Highway Funds is allocated to the Wolf Creek Loop County road to reconstruct two bridges.

The allocation of $100,000 to this section of Federal Aid Secondary Highway is included in the list of tentative suggestions presented to you at the special meeting in Portland August 19.

Very truly yours,

R. H. Baldock
State Highway Engineer

enc.
cc Mr. W. C. Williams
Mr. John W. Cattrall
Mr. G. S. Paxson
Mr. H. G. Smith

FORM E-30 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 22, 1949

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

NOTED
W. C. WILLIAMS

As per your verbal instructions, attached please find a letter from the County Court of Josephine County re the present status of the Holland Loop County Road, F.A.S. Highway No. 267.

John W. Cattrall

John W. Cattrall
Acting Engineer,
County and City Relations

JFH:MM
Att.

ROBINSON
COMMISSIONER

W. A. JOHNSON
JUDGE

L. M. MITCHELL
COMMISSIONER

COUNTY COURT OF JOSEPHINE COUNTY

GRANTS PASS, OREGON

August 17th, 1949

Oregon State Highway Commission
Salem, Oregon
P. O. Box 20

Gentlemen: Attention: John W. Cattrall, Acting Engineer
County and City Relations.

Regarding the Holland Loop County Road, a part of the Federal Aid Secondary System, it is the understanding of the County Court of Josephine County the status at this time is as follows:

Things to be done by the State Highway Commission:

1. Allocate Federal Aid Secondary Funds in an amount sufficient to reconstruct the ten bridges on this road with a permanent type construction.

2. Allocate State funds in the amount of $4,000.00 to conduct a survey of the entire section of road.

Things to be done by the County:

1. Acquire all necessary right-of-way in accordance with the above survey.

2. Widen and make such changes in grade as are necessary in accordance with the above survey, with the view of preparing road for a future surfacing and oiling project.

3. Place enough gravel to enable the County to maintain this road as a gravel road for the present.

It is already understood by the Court that no commitments have been made at this time regarding a future surfacing and oiling project, however, we feel sure the project is worthy of such surfacing and oiling program when funds are available.

Very sincerely,

JOSEPHINE COUNTY COURT:

By W. A. Johnson
County Judge

By Lucius Robinson
County Commissioner

By L M Mitchell
County Commissioner

RECEIVED
AUG 19 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J.W. HAGEMANN

LR:CHY

RECEIVED
AUG 5 1949
FOR FILING

Salem, Oregon
August 5, 1949

Mr. H. G. Smith

The Highway Commission has approved the location survey of the Holland Loop Federal Aid Secondary Highway in Josephine County, estimated to cost $4,000.

It has been agreed that the State will build bridges on this section as a Federal-aid Project which is estimated to cost $100,000. The County, with its own forces, will grade and do certain rock surfacing on the secondary. It is, therefore, intended that when the survey is made plans will be turned over to the county.

You may submit Authorization for Survey and proceed with the work when personnel is available.

W. C. Williams

WCW:me

RECEIVED
FILING

[redacted]

[redacted] ..., 1947

[redacted] Chamber of Commerce Association

[redacted]

Gentlemen:

At the last meeting you discussed the tentative allocation of $100,000 that has been considered for the Holland [illegible] Secondary Highway in [illegible] County. You requested a further improvement of this road and a meeting with the Josephine County Court to determine its desires.

There are ten bridges on this section of highway. Three of the structures are fairly large ones, being 96 feet, 117 feet, and 300 feet in length, respectively. The other seven are small structures, ranging in length from 16 feet to 37 feet. All of the bridges are in need of reconstruction, and the estimated cost of reconstructing the bridges is $[illegible]. The cost of surfacing and oiling the road is approximately $[illegible].

The County Court requests that a $[illegible] allotment be approved for reconstruction of the bridges, which will be performed by contract, as a Federal-aid job, if you approve. The County itself will do such surfacing work as it has funds available for.

The County requests that the State make a survey, at state expense, for the reconstruction of the highway. This is a Federal-aid Secondary project, and we have been making such surveys at state expense, when requested.

It is my recommendation that we allocate $[illegible] of Federal-aid Secondary funds to the Holland Loop road for construction of bridges and that we make a survey of the entire section, which is estimated to cost approximately $[illegible].

This matter will be on the next agenda.

Very truly yours,

W. C. Warnock
State Highway Engineer

WCW:ms
cc Mr. W. C. Williams
Mr. John W. Cattrall
Mr. W. G. Smith

FORM E-30X 15M 1-49 25024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1949

SUBJECT: Holland Loop Federal Aid Secondary Highway in Josephine County

To: Mr. John Cattrall
Acting County and City Relations Engineer

Dear Sir:

The bridges on the existing road, from the point where it leaves the Caves Highway at Milepost 1.8 to the point where it rejoins the Caves Highway at Milepost 6.2, are as follows:

	Milepost	Name	Description	Clear Rdy.	Height	Length
1	0.30	Chapman Creek	5 F.T. spans on conc. ped. ftgs.	17.5'	27'	94'
2	0.88	Kelly or Tycer Creek	1-23' tmbr. span on conc. abut.	19.3'	12'	24'
3	1.60	Sucker Creek	3-100' steel pony spans on conc. pier abut.	15'	15'	300'
4	2.60	Drainage Channel	2-19' F.T.spans	17.4'	3'	39'
5	5.0	Drainage Channel	1-15' Log span	19'	5'	16'
6	5.25	Drainage Channel	1-15' Log span	18'	3'	16'
7	5 45	Drainage Channel	1-21' Log span	18.5'	3.5'	22'
8	6.25	Drainage Channel	1-13' Tmbr.span	18'	2'	14'
9	6.30	Drainage Channel	1-9' Tmbr.span	18'	3.5'	10'
10	7.60	Sucker Creek	4-29' Tmbr.spans	19.5'	12.0'	117'
						652'

Mileages shown on the Holland Loop Secondary start at the junction of the Caves Highway at Milepost 1.8. Our estimate of cost of replacement of these structures in permanent construction, using a 24' roadway, is as follows:

Bridge 1	$15,000	Bridge 6	$ 2,500
2	2,300	7	2,500
3	50,000	8	2,300
4	4,000	9	2,100
5	2,500	10	14,000
		Total	$97,200

We do not have any survey or vicinity maps, and these estimates are necessarily preliminary. I think you are safe, however, in using a figure of $100,000 for the bridge replacements.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc W. C. Williams

FORM E-30 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1949

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

Mr. Lytle and I contacted the Josephine County Court on July 12 regarding the Federal Aid Secondary project on the Holland Loop Road.

It was the desire of the Josephine County Court that any proposed Federal Aid Secondary project on the Holland Loop Road include only bridges at this time. The County is neither financially nor technically able to take care of this part of the construction.

The County will proceed to widen and make such changes in the grade as are necessary with the view in mind of preparing the Holland Loop Road for a surfacing and oiling project at some future time. In addition to widening and grade changes, the County will provide all necessary right of way, source of gravel for surfacing, and will maintain the road as a gravel road. The County requests that the State make the survey in order that right of way requirements will be known and the grades be established so that they may proceed with their widening and grade changes.

The Josephine County Court has been informed and they are fully aware that nothing definite in the way of commitments has been made regarding a future project covering the surfacing and oiling of the Holland Loop Road.

The U.S. Forest Service is opening up a new area to logging and, in this connection, has spent $300,000 on the road leading into Holland from the southeast. All logging from this area will pass over the Holland Loop Road.

Attached is a copy of the Bridge Department's estimate of the cost of reconstruction of bridges on the Holland Loop Road.

John W. Cattrall

John W. Cattrall, Acting Engineer
County and City Relations

JWC:MM
Att.
cc: Mr. H. B. Glaisyer and Mr. K. D. Lytle

RECEIVED
JUL 5 1949
FOR FILING
FORM E-30X 15M 1-49 29024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1949

SUBJECT: Holland Loop
Josephine County
Preliminary Estimate of Bridge
Construction and Reconstruction

To: Mr. J. S. Paxson
Bridge Engineer
Office

Dear Sir:

The preliminary estimate for reconstruction of the 10 bridges on the Holland Loop proposed federal aid secondary project is $97,200 for permanent type of construction, and $72,300 for reconstruction with untreated timber. The crossing over Sucker Creek which now consists of 3-100' steel pony spans on concrete abutments and piers has only a 15' roadway and its reconstruction cost is $50,000.

Of the 10 structures 4 are semi-major bridges while the other 6 are minor structures. The minimum design standards of the P.R.A. is 24' clear width roadway for new bridges and 18' for bridges that are to remain. All 10 structures on this 8 miles of highway require re-timbering and the 6 minor structures can be replaced. All have the minimum width roadway of 18' except the bridge over Sucker Creek as noted above. The total linear footage of the 10 structures is 652'. A list of the bridges by milepost is as follows:

	Milepost	Name	Description	Clear Rdy.	Height	Length
1	0.30	Chapman Creek	5 F.T. spans on conc. ped. ftgs.	17.5	27'	94'
2	0.88	Kelly or Tycer Cr.	1-23' tmbr. span on conc. abutments	19.3	12	24
3	1.60	Sucker Creek	3-100' steel pony spans on conc. pier abutments	15	15	300
4	2.60	Drainage Channel	2-19' F.T. spans	17.4	3	39
5	5.0	" "	1-15' Log span	19	5	16
6	5.25	" "	1-15' " "	18	3	16
7	5.45	" "	1-21' " "	18.5	3.5	22
8	6.25	" "	1-13' Tmbr. span	18	2	14
9	6.30	" "	1-9' " "	18	3.5	10
10	7.60	Sucker Creek	4-29' Tmbr. spans	19.5	12.0	117
					Total	652'

The Holland Loop takes off the Oregon Caves Highway No. 38 at milepost 1.8 from Cave Junction and comes back to the Caves Highway at milepost 6.2 from Cave Junction. 0.0 mileage was taken at the junction

of the Oregon Caves Highway 1.8 miles from Cave Junction.

The bridges 4 to 9, inclusive, where the deck of the bridge is near the streambed and as it is contemplated to raise the grade only 9", these structures will need to be replaced with either treated laminated timber spans on concrete footings, or concrete slab spans. Possibly bridge 5 and bridge 7 could be replaced with Type "B" Multi-Plate Pipe Arch. Bridge 2 over Kelly Creek-Tycer Creek cannot be widened more than 20'without widening abutments whichwould require new wingwalls. Bridge 10 over Sucker Creek consists of 4-29' timber spans on concrete piers. Pier No. 2 during some high water has been undermined and the top is leaning over enough to make Span No. 1, 28' and Span No. 2, 30'. All four wingwalls of the abutments to this bridge have cracked and separated at the junction with the abutment. Wing No. 1 Right is entirely gone and has been replaced with large riprap rock.

The permanent type of construction estimate was based on 24' roadway and the untreated timber construction was based on 20' roadway, listed as follows:

Bridge	Cost of Permanent) 24' Type Construction) Rdy.	Cost of Untreated) 20' Timber Construction) Rdy.
1	15,000	7,200
2	2,300	1,400
3	50,000	50,000
4	4,000	2,400
5	2,500	1,200
6	2,500	1,200
7	2,500	2,000
8	2,300	1,200
9	2,100	1,100
10	14,000	4,600
Total	$97,200	Total $72,300

Very truly yours,

E. G. Ricketts
Bridge Investigations Engineer

EGRgn
cc H. G. Smith
~~K. B. Lytle~~

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 23, 1949
Salem, Oregon

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

Dear Sir:

Herewith an estimate from Mr. K. D. Lytle pertaining to the grading, surfacing and oiling of the Holland Loop Road in Josephine County, and also an estimate made by E. G. Ricketts to reconstruct the bridges on this section to meet Federal Aid Standards.

You will note that on the basis of untreated timber construction of the bridges the total project would cost $202,500.00, and for permanent type of construction of the bridges the cost is $227,500.00.

The tentative allocation in the post war program for construction on this program was $100,000.00. It is my understanding that the Josephine County Court is to appear before the Commission on this next meeting to discuss this road.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

RECEIVED
JUN 24 1949
FOR FILING

Sec 311
1943
Holland Loop Rd
Josephine

June 22, 1949

Oregon State Highway Commission

Gentlemen:

When you considered the 1949 and 1950 construction program at the last meeting of the Highway Commission, you deferred action on a proposed federal-aid secondary county road project in Josephine County. This project is designated as the Holland Loop Road, and the tentative allocation for the project was $142,000. You requested an investigation as to need of the improvement, the amount of traffic, the country served, et cetera.

We have made a complete investigation and find the road is eight miles in length, leaving the Oregon Caves Highway at M. P. 6.30. The territory served by the road is fairly well settled, with many small farms, two country stores, and three sawmills. The latter generate a considerable amount of heavy log and lumber haul.

A traffic count on June 14 and 15 indicated an average daily traffic volume of 557 cars and trucks. This is fairly heavy traffic and compares favorably with any other federal-aid secondary county road in Josephine County.

As the County Court has expressed a preference for this particular project and as no other project has been programmed in Josephine County, I recommend that this project be approved as a second-year project in the 1949-1950 program.

I understand that County Judge Johnson of Josephine County will appear before you at the next meeting in reference to this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:ME MI
cc: Mr. W. C. Williams
Mr. H. G. Smith
Mr. M. H. Hawke

RECEIVED
22
FOR FILING

FORM K-30 10M 6-48 23439

S102.111
3443

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 21, 1949

SUBJECT:

To:

R. H. Baldock

L

County Judge W. A. Johnson of Josephine County will appear before the Highway Commission at 10:45 a.m. next Tuesday, June 28, to discuss an appropriation of funds to finance improvements to Federal Aid Secondary Highway No. 267, which is the loop highway extending from Cave Junction through Holland and back to the Oregon Caves.

H H Bleamaster

Secretary

HBG:ts

cc - W. C. Williams

FORM E-20 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 21, 1949

SUBJECT: Holland Loop Road

To:

H. G. Smith
Construction Engineer

Dear Sir:

Attached you will find a perliminary estimate covering the construction of a 26 Ft. roadbed on the U. S. Secondary Highway #267, known as the Holland Loop County Road.

This is, of course, only a "guess" estimate and the reconstruction of the two bridges across Sucker Creek are not included. We have no dope on them yet but today Ricketts is down there looking at them. As soon as he gives us an estimate on the cost, I will advise you.

I thought, inasmuch as the County Court will be at the next Commission meeting, this would be better to have than nothing at all.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl;g

enc

ESTIMATE OF COST

HOLLAND COUNTY ROAD

Josephine County

26 Foot Roadbed

June, 1949
G. E. Roberts

Item No.	Item	Unit	Unit Price	Quantity	Amount
1	Clearing and Grubbing	Acre	200.00	8.00	1,600.00
2	General Excavation Unclassified	Cu. Yd.	1.00	10,000	10,000.00
3	Trench Excavation Unclassified	Cu. Yd.	3.00	550	1,650.00
4	12-inch Corrugated Metal Pipe	Lin. Ft.	2.75	1,500	4,125.00
5	18-inch Corrugated Metal Pipe	Lin. Ft.	3.75	300	1,125.00
6	24-inch Corrugated Metal Pipe	Lin. Ft.	5.50	30	165.00
7	No. 2 Corrugated Metal Arch Pipe	Lin. Ft.	3.75	30	112.50
8	No. 3 Corrugated Metal Arch Pipe	Lin. Ft.	5.50	140	770.00
9	Selected Roadbed Topping	Cu. Yd.	0.60	40,000	24,000.00
10	Hauling Gravel Topping	Yd. Mi.	0.12	80,000	9,600.00
11	3/4"- 0" Material in Leveling Course	Cu. Yd.	2.60	6,900	17,940.00
12	Sprinkling	M-Gal.	3.00	1,000	3,000.00
13	Preparation of Base	Mile	200.00	8.3	1,660.00
14	Furnishing and Placing Aggregates	Cu. Yd.	3.75	5,700	21,375.00
15	Furnishing and Placing 151-200 Asphalt	Ton	45.00	370	16,650.00
16	Furnishing and Placing RC-3 or Emulsified Asphalt	Ton	45.00	105	4,725.00
				Total	$118,497.50
				Engineering and Contingencies 10%	11,802.50
				Grand Total	$130,300.00

HOLLAND COUNTY ROAD

Statement of Quantities

26 Foot Roadbed — June, 1949

Item No.	Item	Unit	Net Total	Allowance	Grand Total
1	Clearing and Grubbing	Acre	7.3	0.7	8.00
2	General Excavation Unclassified	Cu. Yd.	9,365	635	10,000
3	Trench Excavation Unclassified	Cu. Yd.	500	50	550
4	12-inch Corrugated Metal Pipe	Lin. Ft.	1,344	156	1,500
5	18-inch Corrugated Metal Pipe	Lin. Ft.	260	40	300
6	24-inch Corrugated Metal Pipe	Lin. Ft.	20	10	30
7	No. 2 Corrugated Metal Arch Pipe	Lin. Ft.	20	10	30
8	No. 3 Corrugated Metal Arch Pipe	Lin. Ft.	120	20	140
9	Selected Roadbed Topping	Cu. Yd.	36,000	4,000	40,000
10	Hauling Gravel Topping	Yd. Mi.	72,000	8,000	80,000
11	3/4"-0" Material in Leveling Course	Cu. Yd.	6,250	650	6,900
12	Sprinkling	M-Gal.	876	124	1,000
13	Preparation of Base	Mile	8.3	---	8.3
14	Furnishing and Placing Aggregates	Cu. Yd.	5,400	300	5,700
15	Furnishing and Placing 151-200 Asphalt	Ton	332	38	370
16	Furnishing and Placing RC-3 or Emulsified Asphalt	Ton	94	11	105

HOLLAND COUNTY ROAD

Item # 1 Clearing and Grubbing

Estimate based on clearing brush and small trees on a strip each side of road, five feet wide. Some large oak and pine can be left in place. Estimate 6 miles will require clearing.

$$\frac{5 \times 5 \times 6.0 \times 5,280}{43,560} = 7.3 \text{ Acres}$$

HOLLAND COUNTY ROAD

Item # 2 General Excavation

Estimate based on following figures. V-shaped ditch each side of center, 4 feet wide on top and 1.5 feet deep for 5 miles of job.

$$2 \frac{(4 \times 1.5)}{2} \times 5{,}280 = 1{,}173 \text{ Cu. Yds. Per Mile}$$
$$27$$

5 x 1,173 = 5,865 Cu. Yds.

Lump sum estimate from upper crossing at Sucker Creek to Caves Highway. ----- 3,500 Cu. Yds.

Total 9,365 Cu. Yds.

Item # 3 Trench Excavation

Lump sum Estimate

500 Cu. Yds.

HOLLAND COUNTY ROAD

Item # 4 12" Corrugated Metal Pipe

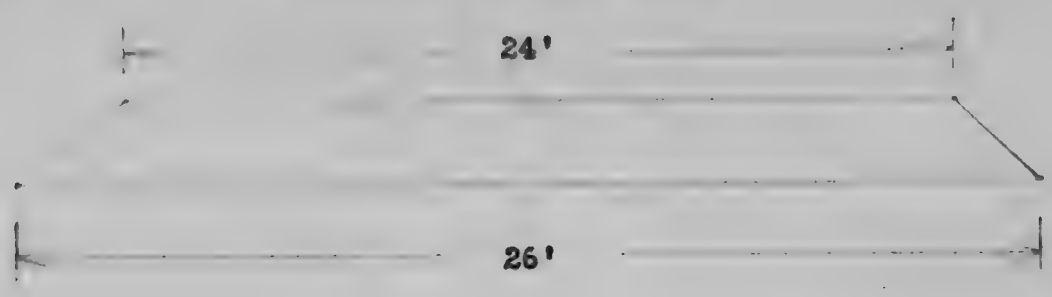
Counted 56 road approaches that should have culverts. Estimate pipe at 24 feet per approach.

56 x 24 = 1,344 Lin. Ft.

. For other types of culverts no computations made.

HOLLAND COUNTY ROAD

Item N: 9 Selected Roadbed Topping



Thickness

M.P. 0.00 to 2.00 - 6" Comp.
M.P. 2.00 to 8.30 - 9" "

M.P. 0.00 to 2.00

$$\text{Area} = \frac{24 + 26}{2} \times .5 = 12.5 \text{ Sq. Ft.}$$

$$\text{Vol.} = \frac{2 \times 5{,}280 \times 12.5}{27} = 4{,}890 \text{ Cu. Yds.}$$

M.P. 2.00 to 8.30

$$\text{Area} = \frac{24 + 26}{2} \times .75 = 18.75 \text{ Sq. Ft.}$$

$$\text{Vol.} = \frac{6.3 \times 5280 \times 18.75}{27} = 23{,}100 \text{ Cu. Yds.}$$

Allowance for Road Connections

and Approaches 2,010 Cu. Yds.
30,000 Cu. Yds.

20% Allowance for Compaction

1.20 x 30,000 = 36,000 Cu. Yds.

HOLLAND COUNTY ROAD

10 – Hauling Gravel Topping

For this estimate assumed that two bars will be used, one on Sucker Creek 1/2 mile down stream from M.P. 1.7 and one near M.P. 5.0

Average haul assumed as 2.0 miles.

2.0 x 36,000 = 72,000 Yd. Mi.

HOLLAND COUNTY ROAD

// — 3/4"-0" Material in Leveling Course.

Top Width 24 Ft.

Thickness 1 1/2" Compacted.

Area = 24 x .125 = 3.00 Sq. Ft.

Volume = 8.3 x $\frac{5,280}{27}$ x 3.00 = 4,870 Cu. Yds.

Allowance for Road Connections

and Approaches 130 Cu. Yds.

5,000 Cu. Yds.

25% Allowance for Compaction

1.25 x 5,000 = 6,250 Cu. Yds.

HOLLAND COUNTY ROAD

SPRINKLING

12 — Estimate based on following rates

.020 M-Gal per Cu. Yd. for Topping

.025 " " " " " Leveling Course

Quantity

.02 x 36,000 = 720 M-Gal.

.025 x 6,250 = 156 M-Gal.

Total 876 M-Gal.

HOLLAND COUNTY ROAD

14- Furnishing and Placing Aggregates

Type = O-11

Width = 20 Ft.

Quantities not broken down to size, and taken from Drawing No. 1 R-2-1833.

8.3 x 622 = 5,162 Cu. Yds.

Allowance for Road Connections and Approaches 238 Cu. Yds.

Total Oiling Agg. 5,400 Cu. Yds.

HOLLAND COUNTY ROAD

15- Furnishing and Placing 151-200 Asphalt.

Quantities taken from Drawing No. 1 R-2-1833

8.3 x 40.0 = 332 Tons

16 — Furnishing and Placing RC-3

Quantities taken from Drawing No. 1 R-2-1833

8.3 x 11.33 = 94 Tons

RECEIVED
AUG 5 1949
FOR FILING

8 10311

3443

June 21, 1949

Hon. W. A. Johnson
County Judge
Josephine County
Grants Pass, Oregon

Dear Judge Johnson:

I have just received information from the Division Engineer, K. D. Lytle, to the effect that you wish to appear before the State Highway Commission at its meeting next week to discuss an appropriation of funds to finance improvement of Federal Aid Secondary Highway No. 267, which extends from the Oregon Caves Highway near Cave Junction through Holland and back to the Oregon Caves Highway.

The Highway Commission will be pleased to grant you a hearing on this subject, and I am reserving fifteen minutes of time, starting at 10:45 a.m., for your convenience at the next meeting, which is scheduled to be held in Portland on Tuesday of next week, June 28. This meeting will be held in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - K. D. Lytle

June 21, 1949

R. H. Baldock

County Judge W. A. Johnson of Josephine County will appear before the Highway Commission at 10:45 a.m. next Tuesday, June 28, to discuss an appropriation of funds to finance improvements to Federal Aid Secondary Highway No. 267, which is the loop highway extending from Cave Junction through Holland and back to the Oregon Caves.

Secretary

HBG:ts

cc - W. C. Williams

FORM E-20 ISM 12-48 27000

AGENDA
JUN 28 1949

D

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 17, 1949

SUBJECT: Appointment

To:

H. B. Glaisyer
Secretary

Dear Sir:

Judge Johnson, of Josephine County, wishes an appointment with the Commission at the next Commission meeting.

Will you please advise Judge Johnson the time and date he may have.

The object of Judge Johnson's proposed meeting is to discuss the appropriation of funds for the Secondary Highway #267.

Very truly yours,

Fed Aid. U.S. Hwy
Loop - Illinois Valley - Holland

K. D. Lytle

K. D. LYTLE
Division Engineer

10:45 AM
6/28/49

RECEIVED
JUN
COMMISSION

FORM 20
DATE 6

D

FORM E-30 15M 12-46 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JUN 2 1 1949
SALEM
STATE HIGHWAY COMMISSION

Roseburg, Oregon
June 17, 1949

SUBJECT: Holland Loop Road
Josephine County

To:

W. C. Williams
Ass't. Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter asking for information relative to traffic and other pertinent data on U. S. Secondary Highway No. 267, known locally as the Holland Loop Road.

This road is approximately 8.0 miles in length; it turns off the Oregon Caves Highway at M. P. 1.65 and enters the same highway at M. P. 6.30. The territory served by the road is fairly well cleared and upon it many small farms are located. There are three sawmills on it which generate heavy log and lumber hauling; otherwise the traffic is of the usual farm variety. There are two small towns, or rather country stores along the route.

I have had the Traffic Enumerator place his automatic traffic recorder on the road and while the figures do not indicate the class of traffic, they are fairly indicative of what may be expected. We counted 557 cars and trucks at a point 0.3 of a mile south of the junction with the Caves Highway, at M. P. 1.65. The other counter was set 1.1 miles south of the other end. The count was for a period of twenty-four hours - June 14th and 15 th. The total was far more than I expected and may decrease fifty percent during the winter.

The road compares most favorably in traffic and population with other County roads in that County. I expect, within ten to fifteen years, the valley will have additional settlers as living conditions are very favorable. There is plenty of water available for irrigation which, combined with a long growing season, is most favorable for crops.

In view of the foregoing, I approve the project and ask that consideration be given to it. I am sorry that I am unable to give an estimate of the cost but I have not been able to prepare it.

There are two bridges, both across Bucker Creek, and I do not know if the P. R. A. will approve bridges as narrow as these. They have a horizontal clearance of only about twelve feet. I called Stephenson about them and he did not know what action the P. R. A. would take but was going to find out. As soon as I know, the estimate

#2
.C.J

can be worked up.

Judge Johnson will be in to the next Commission meeting and I have written Mr. Glaisyer for an appointment.

Very truly yours,

K. B. [illegible]
Division Engineer

RECEIVED
JUN 2
FOR FILING

Salem, Oregon
June 1, 1949

Mr. K. D. Lytle

At the last meeting of the Highway Commission, improvement of the Holland Loop, which is a Federal Aid County Road between Cave Junction and Oregon Caves, was considered by the Commission for the next program. The project was temporarily shelved pending more information as to amount of traffic, what the road would serve, and general desirability in the program.

The Josephine County Court requested this road as one of the first four in priority, but did not list the four, so I presume that all four were considered of equal priority. I will appreciate your advising me in sufficient time before the next Commission meeting the amount of traffic which will be carried, what does it serve, and your recommendations as to its inclusion in a construction program.

W. C. Williams

WCW:me

cc Mr. H. G. Smith

FORM E-20 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 24, 1949
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

Attached is a copy of a Josephine County map on which the Josephine County Court indicated in red their recommendations for Federal Aid Secondary projects on county roads. They have indicated four such roads with no preference. It will be noted that the Holland Loop is one of the four indicated.

This map was submitted in October 1948. In conversations subsequent to the submission of this map, the County Court expressed a desire for a project on the Holland Loop.

John W. Cattrall
John W. Cattrall
Acting Engineer,
County and City Relations

JWC:MM
Encl.

JOSEPHINE COUNTY

Scale of Miles 0 5 10

N

LEGEND

(25) PRIMARY STATE HIGHWAYS
260 SECONDARY STATE HIGHWAYS
4 COUNTY MARKET ROADS
SECONDARY FED. AID SYSTEM

PRIMARY STATE HIGHWAYS
1-Pacific
25-Redwood
38-Oregon Caves

SECONDARY STATE HIGHWAYS
260-Rogue River Loop
261-Williams

COUNTY MARKET ROADS
4-Merlin

DOUGLAS COUNTY

To Roseburg

Kelsey Cr.
Whiskey Cr.
Howard Cr.
ROGUE RIVER
Wolf Creek
Wolf Cr.
Grave Creek
Grave Creek
Leland
Galice
Galice Cr.
Taylor Cr.
Hugo
Jumpoff Joe Cr.
S.P.Co.R.R.
Harris Cr.
Merlin
Louse Cr.
pickett Cr.
Indigo Cr.
silver Cr.
ILLINOIS
Briggs Cr.
4.50 M.
260
GRANTS PASS
To Medford
261
Wilderville
Wonder
Slate Cr.
APPLEGATE
Murphy
Murphy Cr.
RIVER
Provo
To Medford
Williams Cr.
Williams
Selma
Deer Creek
Dryden
Canyon Cr.
Kerby
Cave Junction
Holland
FK.
Grayback Cr.
Oregon Caves
Rough and Ready Cr.
O'Brien
WEST FK.
EAST FK.
Takilma
Althouse Cr.
Sucker Cr.
To Crescent City

5 6 7 8 9 10 11
33 34 35 36 37 38 39 40 41

COUNTY

JACKSON COUNTY

CURRY COUNTY

DEL NORTE COUNTY SISKIYOU COUNTY

CALIFORNIA

APPROVED 10/8/48
COUNTY COURT
By Josephine
Wm. Johnson
F. M. Mitchell
Lucius Robinson

Salem, Oregon
December 23, 1948

Mr. H. G. Smith
O F F I C E

As you requested, I have discussed the matter of expenditure of $150,000 of F.A.S. money in Josephine County with the County Court. Their first choice of a project is grading and surfacing on the Caves Highway-Holland-Spence School County Road, F.A.S. 267.

This matter was also discussed with the Court by Mr. K. D. Lytle and he informs me that their answer to him was the same.

I have asked the Court to confirm this selection by letter to Mr. Baldock and also to state the willingness of the Court to provide the necessary rights of way.

If you wish anything further on this matter, we will be glad to take care of it.

Forrest Cooper
Engineer, County and City Relations

FC:MM
CC: Mr. W. C. Williams

NOTED
W. CATTRALL

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) Jan. 21, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
130-1069	4-final	Rex Ayers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3444			
589	R-32318	$ 537.50	Jan. 21, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1951

Time Extensions: None

Completion Date: Oct. 18, 1951

Date Accepted: Jan. 31, 1952

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 2-4-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED
2-5-52

RECEIVED
JAN 9 1952
FOR FILING

120 - 1021
2141

January 8, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State highway contract No. 3444 for work performed on the Willamette River (Jasper Bridge) Section of the Springfield-Creswell Secondary Highway in Lane County was completed on October 18, 1951 by the contractor, Rex C. Ayers Construction Co., but has not as yet been accepted by the Commission.

Final payment in the amount of $537.50 will be released to the contractor after acceptence by the Highway Commission. The total contract amount is $8,392.78, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
1-5-53 JJ

RECEIVED
FOR FILING
120-12-67
244

December 28, 1951

The Central Heating Company
865 Olive Street
Eugene, Oregon

Attention: Mr. Paul J. Bosnyk

Gentlemen:

We acknowledge with thanks your letter of December 17 stating that Rex C. Ayers has paid your company in full for work performed for him on State Highway Contract 3444.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

12-25-51

THE CENTRAL HEATING CO.

BURNER OILS • ASPHALT PAVING

865 Olive Street • Phone 4-3281
EUGENE, OREGON

December 17, 1951

Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

We are most happy to advise you that Rex C. Ayers Construction Company on State Highway Contract No. 3444 has paid us in full for our work as sub-contractor on this contract.

We certainly appreciate the attention you have given this matter.

Very truly yours,

THE CENTRAL HEATING CO.

Paul J. Bosnyk

Paul J. Bosnyk
Office Manager

cc Rex C. Ayers Construction Co.
Ptld., Oregon

cc Continental Casualty Co.
C. A. Tomassene and Sons
614 Wilcox Bldg
Portland, Oregon

REFERRED TO
BY SECRETARY

12-25-51 J. J. C

ISSION

RECEIVED
DEC 21 1951
FOR FILING
12-28-1951
3444

Salem, Oregon
December 28, 1951

Contract No. 3444
Rex C. Ayers Construction Co.

Mr. C. H. Maison, Manager
Accounting Division

Dear Mr. Maison:

On December 12 we requested that semi-final and final payments to Rex C. Ayers Construction Company on Contract 3444 be withheld until further advised.

We have now received a letter from The Central Heating Company stating that their claim has been paid in full, and inasmuch as this was the only claim filed against the contract you are hereby authorized to release semi-final and final payments.

Very truly yours

Secretary

FAQ:md

12-28-51, 3(

RECEIVED
FOR FILING

120-16 62
3444

December 28, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from The Central Heating Company dated December 17 in which they write as follows:

"We are most happy to advise you that Rex C. Ayers Construction Company on State Highway Contract No. 3444 has paid us in full for our work as sub-contractor on this contract."

This letter pertains to the claim concerning which you were notified on December 13 for grading and surfacing the Willamette River (Jasper) Bridge Section of the Springfield-Creswell Secondary Highway in Lane County.

We provide this information inasmuch as your company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAL:md

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Rex C. Ayers Construction Co.
7305 N. E. 29th Avenue
Portland, Oregon

NOTED ON CARD
12-28-51

RECEIVED
DEC 17 1951
FOR FILING

12-13-1951

3444

December 13, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter dated December 7 from the Central Heating Company, 865 Olive Street, Eugene, stating that Rex C. Ayers Construction Company owes them $2,077.31 for the furnishing and placing of aggregates and asphalt on the Willamette River (Jasper) Bridge Section of the Springfield-Creswell Secondary Highway in Lane County, State Highway Contract No. 3444. They state that this work was performed on a sub-contract agreement and was completed on September 26, 1951.

This information is furnished inasmuch as your company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:ed

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Building
Seattle, Washington

C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Rex C. Ayers Construction Company
7305 N. E. 29th Avenue
Portland, Oregon

NOTED ON CARD
12-13-51

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DEC 1 3 1951
FOR FILING

= Files. Indexed

December 13, 1951

The Central Heating Company
865 Olive Street
Eugene, Oregon

Attention: Mr. Paul J. Bosnyk

Gentlemen:

This is to acknowledge your letter of December 7 in which you provide details of a claim your company has against Rex C. Ayers Construction Company on State Highway Contract No. 3444. This contract was completed on October 18, 1951, but to date has not been accepted by the Commission. Semi-final payment in the amount of $302.56 is now in process of payment, and in addition to this amount $500.00 is being retained as retained percentage. We have requested that payment be held up on both amounts pending further instructions. A previous estimate in the amount of $5,613.12 was mailed to the contractor on November 8, 1951.

If you have not already done so, it is suggested that you contact the Continental Casualty Company through C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4. This company provided the performance bond on this contract.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, we also suggest that you file your claim with the Secretary of State. For your convenience in preparing this filing there is attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted on our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
12-13-51

FORM S-90 25M 6-51 49719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 11, 1951

SUBJECT:

To:

Memorandum to H. B. Glaisyer

Contract No. 3444, Rex C. Ayers Construction Company, for grading and surfacing on the Willamette River (Jasper) Bridge Section, Springfield-Cresswell Secondary Highway in Lane County, completed October 18, 1951. Not yet accepted. Semi-final estimate in the amount of $302.56 has not yet been paid, and there is also retained the sum of $500.00. The previous estimate in the amount of $5,613.122 was mailed to the contractor November 8, 1951.

Floyd Query
Assistant Secretary

FAQ:md

Give me prepare reply - tell them complete status of payments: also how to file claim - name of surety etc. also tell marion to take up payment of S.F. as well as final.

THE CENTRAL HEATING CO.

BURNER OILS • ASPHALT PAVING

865 Olive Street • Phone 4-3281
EUGENE, OREGON

3444

RECEIVED
DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

December 7, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Dear Sir:

On September 14, 1951 we signed a sub-contract agreement with Rex C Ayers Construction Co. to furnish and place aggregates, and to furnish and place asphalt oil on Springfield-Creswell Secondary Jasper Bridge, State Contract no. 3444. This sub-contract agreement was approved by K. D. Lytle, Division Engineer, on September 18, 1951.

We finished our part of the agreement September 26, 1951. After checking with Mr. Umphlette at Eugene we billed Rex C. Ayers Construction Co. the following:

20 hr blade @ 12.50	250.00	
4 hr roller @ 7.50	30.00	
2 hr Water Wagan @ 5.00	10.00	$290.00
175 cu yd Furn @ plac Agg @ 5.25		918.75
18.48 Ton Furn & Plac ~~agg~~ 150-200 @ 47.00		868.56
Total Due		$2077.31

As of this date we have not received payment. The auditors office at Salem informed us we should have received most of the money due except the retained percentage. We understand the semi-final estimate is in process now for this contract, and we would appreciate any help you can give collecting the amount due.

Very truly yours,

THE CENTRAL HEATING CO.

Paul J Bosnyk

Paul J. Bosnyk,
Office Mgr.

cc Continental Casualty
C. Al Tomassne & Sons
Wilcox Bldg.
Portland, Oregon

NOTED ON CARD
12-10-51

RECEIVED
DEC 17 1951
FOR FILING

Salem, Oregon
December 12, 1951

Mr. C. H. Maison
Manager
Accounting Division

Dear Mr. Maison:

Pursuant to our telephone conversation of December 11, please withhold the semi-final and final payments on Rex C. Ayers Construction Company contract No. 3444 until further advised.

Very truly yours

Secretary

FAQ:md

NOTED ON CARD
12-12-51 gl

RECEIVED
FOR FILING

12 - 10 - 9
3444

December 4, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rex C. Ayers Construction Company on contract No. 3444, for grading and surfacing on the Willamette River (Jasper) Bridge Section on the Springfield-Creswell Secondary Highway in Lane County.

This payment, in the amount of $302.56, will be released to the contractor on or after December 14, 1951. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
12-4-51 gl

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FOR FILING

Files

November 23, 1951

The Central Roading Company
865 Olive St.
Eugene, Oregon

Gentlemen:

Pursuant to the letter to you from Mr. K. D. Lytle, Division Engineer, dated November 20, 1951, the Bonding Company for Rex C. Ayers Construction Co. is Continental Casualty. The agent is C. A. Tomasene & Sons, Wilcox Bldg., Portland, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

E. H. Probert
Office Engineer

DHP:cw

cc: K. D. Lytle

Nov. 20, 1951

The Central Heating Company
865 Olive Street
Eugene, Oregon

Gentlemen:

Am sorry, we cannot advise you who the Bonding Company is for Rex C. Ayres Construction Company, on his contract #3444, Jasper Bridge Approaches.

However, the Bonding Company for his Florence Contract is Continental Casualty Company whose Portland, Oregon office is C. A. Tomassene & Sons, 1206 Wilcox Building. It may not be that the same Company has the Jasper contract.

We are forwarding a copy of this letter to our Salem Office and Mr. Probert will advise you the Bonding Company on contract #3444.

Very truly yours,

K. D. LYTLE
Division Engineer

G

cc: Probert

Mr. Probert: [illegible]
of the Bonding Company.

Form E-1—10M—4-51

120-1067

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 20, 19 51

Section Willamette River (Jasper) Bridge — Kind of work Grading & Oiling

Highway Springfield-Creswell Secondary — Section prefix 120-1069

Contractor Rex C. Ayers Construction co. — Contract number 3444

Date of contract Dec. 20, 19 50 — Date of completion Oct. 31, 19 51

Date work started Aug. 23, 19 51 — Estimated date of completion Oct. 18, 19 51

Amount of contract . . . . . $ 8,526.50 — Per cent of time elapsed 304/316 = 96 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 8,526.50

Per cent of contract completed, based on total contract price . . . . . 91 %

Engineering cost to date $ 840.00, 9.9 % — Date project was completed Oct. 18, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROJECT COMPLETED

Contractor finished painting guard rails on Br. of this week.

None

NOTED
H. G. SMITH

RECEIVED

NOTED
B. A. MARTIN

Signed E. C. Upshutt

Address 2141 East 15th. Ave.; Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.13	0.13		0.13	
Miles partially completed					
Miles completed	"	"		"	
Total estimated quantities	3,500 cy	2,030 cy		120 cy	
Estimated quantities moved or placed to date	3,390.4 cy	796 cy		175 cy	
Average daily quantities	None	None		None	
Average daily quantities necessary to complete project on time	Complete	Complete 8		Complete	
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	2					1	3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	fair		
Tuesday	fair		
Wednesday	rain		
Thursday	rain		
Friday	Cloudy		
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
FOR FILING

126-1669
3447

January 15, 1951

Rex C. Ayers Construction Co.
7305 N. E. 29th Ave.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3444 which was awarded to you on December 20, 1950 by the State Highway Commission, for grading and surfacing on the Willamette River (Jasper) Bridge Section on the Springfield-Creswell Secondary Highway in Lane County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

1/15; 3€

RECEIVED
DEC 21 1950
FOR FILING

120-1067

3444

December 21, 1950

Rex C. Ayers Construction Company
7305 N. E. 29, Route 4
Portland, Oregon

Gentlemen:

The State Highway Commission on December 20, 1950, awarded you Contract No. 3444 for grading, surfacing, and oiling bridge approaches on the Willamette River (Jasper) Bridge Section of the Springfield-Creswell Highway about 8 miles east and south of Springfield in Lane County. This award was based on your low bid of $8,526.50.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

cc: S. H. Probert

RECEIVED
JUN 23 1954
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) June 21, 1954

Final (1)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3445	30-final	General Constr. Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12083	B-96867	$ 69,603.90	6/18/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1952

Time Extensions: to Aug. 31, 1953

Completion Date: Aug. 6, 1953

Date Accepted: Aug. 6, 1953

Penalties: None

Claims: None

Remarks:

Date: 6-21-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 2 7 1954

NOTED ON CARD
6-28-54

RECEIVED
FOR FILING

FAU-3324(1)

24 - -

August 18, 1953

United States Guarantee Co.
90 John Street
New York 7, N.Y.

Gentlemen:

State Highway contract No. 3445 for Bridge Approaches on Marion Street, Salem, on the Salem-Dallas Highway in Marion County was completed by the contractor, General Construction Co. on August 6, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $69,603.90 will be released to the contractor on or after August 28, 1953. The total contract amount is $757,750.69 of which amount $6,538.12 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly

OREGON STATE HIGHWAY COMMISSION

Secretary

rs

cc - United States Guarantee Company
C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

NOTED ON CARD
8-18-53

RECEIVED
FOR FILING

January 14, 1953

General Construction Co.
4650 N. W. Front Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 365 days, from August 31, 1952 to and including August 31, 1953, within which to complete your contract No. 3145 for constructing Marion Street Bridge Approaches on the Salem-Dallas Highway in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. P. Walker,
Division Engineer

L. L. Jensen,
Resident Engineer

U. P. Paxson,
Bridge Engineer

RECEIVED
DEC 23 1952
FOR FILING

FAU-3220

December 18, 1952

State Highway Commission

Request for extension of time
No. 19
January 6, 1953 meeting.

Gentlemen:

Re: Marion Street Bridge Approaches
Contract 1445
General Construction Company,
Contractor

Herewith a request from the General Construction Company, contractor for the approaches and the deck on the steel spans of the Marion Street Bridge over the Willamette River at Salem, for an extension of time from the contract completion date of August 31, 1952 to and including August 31, 1953.

In our contract we advised the contractor that we expected, but did not guarantee, the structural steel to be in place by August 31, 1951. Due to the delay in the delivery of steel, the erection of steel was not completed until August 1, 1952, some eleven months behind schedule. The structure is now complete with the exception of the approach ramp, which crosses through the site of the present Center Street Bridge approach, and the painting of the structural steel. We have given the contractor an order to postpone the painting of the steel until next year because of weather conditions.

In view of these circumstances, it is recommended that the extension be granted without penalty. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc G. S. Paxson
GSP:

FILE

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 15, 1951

Section Marion St. Bridge Approaches

Kind of work Construct Viaduct Approaches

Highway Salem - Dallas

Section prefix 24-1040

Contractor General Construction Co.

Contract number 3445

Date of contract Dec. 20, 1950

Date of completion June 30, 1952

Date work started ------, 19--

Estimated date of completion June 30, 1952

Amount of contract . . . . . $ ---------

Per cent of time elapsed ---------- %

Estimated cost of completed project, exclusive of engineering . . . . . $ ---------

Per cent of contract completed, based on total contract price . . . . . ---------%

Our Cost
Engineering cost to date $ 2,187.78, -------%

Date project was completed ---------, 19--

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Furnished Engineering to prepare for and lay 1 1/2 inch. wearing surface on Marion Street Bridge Approach, East End. After paving helped locate burried boards at buss bar connections and also points in pavement where heating elements shorted. Also supervision for patching holes in wearing surface and applying seal coat.

RECEIVED
SEP 17 1951
Office of
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
SEP 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT. 48418

RECEIVED
AUG 2 6 1951
FORM E-1788 2500 REVISED 6-51
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

Baldock

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 15, 1951

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Re: Marion Street Bridge Approach
Salem

Gentlemen:

I have been requested to report to the Commission the status of the use of Marion Street in Salem on which to construct the approach to the new bridge across the Willamette River. Since a report on this matter involves the statutory jurisdiction of the State Highway Commission and the municipal authorities of the City of Salem, I think it well to preface this opinion with the principle of law which at no time is challenged, namely, that paramount control over all public highways, whether they be city streets, county roads, or state highways, is vested in the legislature. The legislature may delegate that control, but it cannot surrender it. Having once delegated that control to a governmental agency, it may recall the delegated power and exercise that power itself or lodge it in some other governmental agency.

The legislature has vested in the Highway Commission complete jurisdiction and control over state highways. There is vested in the municipal authorities in the City of Salem jurisdiction and control of the city streets in the city.

The legislature has provided a statutory procedure by which the City of Salem may lose jurisdiction and control over city streets and the Highway Commission acquire that jurisdiction and control. By that provision of law, the legislature has said:

> "The Commission is authorized and directed, whenever the route of any state highway passes through the corporate

> limits of any incorporated city or town of this state, to select and designate the street or streets of such incorporated city or town over which the said state highway shall be routed, * * * * * * * *"

The legislature has also said to the Commission that when it designates a street as a street over which to route state highway traffic it must maintain that street. Then, the legislature provided that the Commission may change the grade of a street, provided it has the consent of the municipal authorities; but, if it changes the grade, then all property owners abutting on that street are given a right of action against the State for damages resulting to their property by reason of the change of grade.

The City and the State entered into an agreement, in which agreement various obligations have been imposed on and assumed by the City and the State. Then, as a part of the agreement, it is provided that:

> "When all of the things provided for in this agreement have been accomplished by the parties hereto, then the State shall, within the meaning and purpose of Section 100-122, O.C.L.A., select and designate the streets over which state highways are to be routed and shall thereafter maintain said streets; however, said selection and designation shall be confined only to the streets which, under this agreement, the State is obligated to maintain."

The City approved and accepted the grades which might be established by the State in connection with the projects specified in the agreement, and as a part of said resolution, the City said:

> "Consent is hereby given to such change and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair or maintain said streets in accordance with the said grade changes."

So far as I am advised, the Commission has not designated Marion Street as a street over which state highway traffic is to be routed. This may raise a legal question as to the Commission's authority to use state highway revenues for the street projects now under construction in Salem. The statute which authorizes and directs the Commission to select streets over which to route traffic is somewhat dual in character; in other words, there is the designation of the street and then there is the routing of traffic over that street. I think it would have been well if, at the beginning and at the time the agreement was executed, the streets involved had been designated as streets over which to route state highway traffic, and then subsequently the routing could have been authorized by the Commission after the streets had been improved.

Some attorneys here in the City, who represent property owners whose properties abut upon Marion Street , are taking the position, so I am informed, that the consent given by the City does not conform with the charter provisions. I have tried for some time to get a construction of the City's obligations so far as its charter is concerned, but failed to do so. Then I asked the City Attorney if what has been done by the City satisfies the charter requirements, and he said that if the City were changing a grade it would be required to give notice to property owners so that they might protest and otherwise protect their interests.

It is my contention, and therefor my opinion, that the Highway Commission does not have to conform with any charter requirement concerning a change of grade. As I have already pointed out, the legislature has said to the Commission that it may select the street of the city over which to route state highway traffic, and having done so, the Commission is given complete jurisdiction from curb to curb. It is, therefore, my opinion further that when the Commission acquires jurisdiction over the street from curb to curb then it may proceed to improve or maintain the street independent of the charter requirements.

Any notice and opportunity to protest,which the City would be obligated to afford property owners, does not, I believe, give those property owners the degree of protection that they have under the statute pursuant to which the Highway Commission operates, or, as I have pointed out. whenever the Commission changes a grade then all property owners whose property is affected have a right of action against the State, so I think they gain rather than lose under the Commission's procedure.

There is still unsettled the question of whether or not what the Commission has done on Marion Street in connection with the construction of the bridge approach constitutes a change of grade. That question, under the statute which was enacted a few years ago, has never been settled by the Oregon Supreme Court. A similar question, however, has been before courts in several other states and those courts have held that what the Commission has done on Marion Street constitutes a change of grade. On the assumption that it is a change of grade, then the State is under obligation to negotiate with the property owners for such damage as their properties may sustain. Several of those owners have inquired through their attorneys as to when we plan to discuss property damage with them, and I have informed them that it is the Commission's desire to postpone any discussion of property damage until the structure has been completed and its full effect on the properties can be determined.

By way of summary:

1. The Commission, by its agreement with the City, has under-

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 23, 19 51

Section Marion St. Bridges Approaches — Kind of work Construct Viaduct Approaches

Highway Salem-Dallas — Section prefix 24-1040

Contractor General Construction Co. — Contract number 3445

Date of contract December 20, 19 50 — Date of completion June 30, 19 52

Date work started ..., 19 — Estimated date of completion June 30, 19 52

Amount of contract . . . . . $ — Per cent of time elapsed ... %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . %

Our Cost

Engineering cost to date $ 1,491.35, ... % — Date project was completed ..., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed 3"-0" Rock fill in East Approach (Abutment).

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

RECEIVED
JUN 25 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 41608

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

June 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-322(1)
Marion Street Bridge
Request for priority assistance,
necessary reinforcing steel.

Dear Sir:

Your request for priority assistance on above materials was forwarded to Washington, recommended for approval, by the Division Office on June 18, 1951.

Very truly yours,

C. G. POLK
Acting District Engineer

By W. H. Schwiesow
W. H. SCHWIESOW
Highway Engineer

W. W. SIMPLER

RECEIVED
FOR FILING

U-322
3445

June 14, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Portland 8, Oregon

Dear Sir:

Herewith data supporting this request for priority assistance in obtaining metal reinforcement on the Marion Street Bridge approaches on the Salem-Dallas Highway in Salem, FAP U-322(1). This project has our preference number one for materials to be received in the third quarter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

cc G. S. Paxton
C. A. Gardner

RECEIVED
FOR FILING

445

May 23, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Marion Street Bridge, Project Number U-322 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

S. H. Probert
Office Engineer

JWN:plc

encl.

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (1)

MARION STREET BRIDGE ON THE

SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 15, 1951

MARION STREET BRIDGE

Type Code X931

(Sta. 34+08.32 to 58+00)
Steel Superstructure (Contract No. 3415)

900,000	lbs.	Structural Low Alloy Steel	$ 0.193	$ 173,700.00
328,000	lbs.	Structural Carbon Steel	0.1775	58,220.00
11	M-FBM	Treated Lumber in Place	330.00	3,630.00
				$ 235,550.00

Concrete Approach Spans (Contract No. 3445)

3,095	cu. yds.	Structural Excavation	$ 6.00	$ 18,570.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
15,400	lin. ft.	Furnish Treated Timber Piling	1.23	18,942.00
518	only	Drive Timber Piles	25.00	12,950.00
6,260	cu. yds.	Class "A" Concrete	66.00	413,160.00
1,134,000	lbs.	Metal Reinforcing	0.11	124,740.00
5,564	lin. ft.	Metal Rail	11.00	61,204.00
All Required		Painting Structural Steel		27,500.00
All Required		Electric Heating System in Place (65%)		18,590.00
All Required		Electric Lighting System in Place (60%)		4,800.00
130	tons	Class "B" Asphaltic Concrete	8.00	1,040.00
1.3	tons	RS-1 Emulsified Asphalt	50.00	65.00
6	cu. yds.	Aggregate in Seal Coat	5.00	30.00
				$ 701,691.00

Subtotal	$ 937,241.00
10% engr. & Cont.	93,724.10
Total	$1,030,965.10

Type Code X221
West Salem Grade Separation Structure
(Sta. 60+37.26 to 61+52.14)
(Contract No. 3445)

80	cu. yds.	Structural Excavation	$ 6.00	$ 480.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.23	1,845.00
1,150	lin. ft.	Furnish Steel Piling	4.50	5,175.00
48	only	Drive Timber Piles	25.00	1,200.00
16	only	Drive Steel Piles	114.00	1,824.00
305	cu. yds.	Class "A" Concrete	66.00	20,130.00
58,000	lbs.	Metal Reinforcing	0.11	6,380.00
310	lin. ft.	Metal Rail	11.00	3,410.00
All Required		Electric Lighting System in Place (10%)		800.00
			Subtotal	$ 41,344.00
			10% Engr. & Cont.	4,134.40
			Total	$ 45,478.40

Type Code 6708
Roadway (Sta. 31+89.57 to 34+08.32)
(Contract No. 3445)

5	cu. yds.	Structural Excavation	$ 6.00	$ 30.00
205	cu. yds.	Class "A" Concrete	66.00	13,530.00
660	sq. yds.	Concrete Pavement	5.00	3,300.00
26,000	lbs.	Metal Reinforcing	0.11	2,860.00
436	lin. ft.	Metal Rail	11.00	4,796.00
All Required		Electric Heating System in Place (35%)		10,010.00
All Required		Electric Lighting System in Place (30%)		2,400.00
2,300	cu. yds.	Special Gravel Fill	3.00	6,900.00
40	lin. ft.	8" Concrete Sewer Pipe	2.00	80.00
60	M-gal.	Sprinkling	3.00	180.00
70	tons	Class "B" Asphaltic Concrete	8.00	560.00
0.7	ton	RS-1 Emulsified Asphalt	50.00	35.00
4	cu. yds.	Aggregate in Seal Coat	5.00	20.00
				$ 44,701.00

Roadway (Sta. 31+35.57 to 31+89.57) (Contract No. 3498)

All Required		Clearing and Grubbing		$ 5,500.00
450	cu. yds.	Removal of Pavement, Driveways and Walks	$ 1.00	450.00
1,700	lin. ft.	Removal of Curbs	0.60	1,020.00
4	only	Removal of Catch Basins	25.00	100.00

90	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 270.00
800	cu. yds.	General Excavation, Unclassified	1.25	1,000.00
300	lin. ft.	8" Sewer Pipe	1.25	375.00
90	lin. ft.	10" Sewer Pipe	1.75	157.50
160	lin. ft.	Extra for Installing Pipe Under Pavement	2.50	400.00
8	only	Concrete Catch Basins	60.00	480.00
4	only	Adjusting Catch Basins, Steel Cover	30.00	120.00
3	only	Adjusting Manholes	35.00	105.00
60	cu. yds.	Concrete Curbs	45.00	2,700.00
28	cu. yds.	Concrete Islands	50.00	1,400.00
110	sq. yds.	Concrete Driveways	3.50	385.00
150	sq. yds.	Concrete Walks	3.25	487.50
380	lin. ft.	½" x 6" Expansion Joints in Islands	0.15	57.00
300	lbs.	Metal Reinforcement in Islands	0.12	36.00
870	cu. yds.	3" - 0 Material in Base	2.50	2,175.00
300	cu. yds.	3/4" - 0 Material in Base	3.50	1,050.00
30	M-gal.	Sprinkling	3.00	90.00
50	cu. yds.	3/4" - 0 Material in Binder Course	5.00	250.00
20	tons	RS-1 Emulsified Asphalt in Binder and Seal	50.00	1,000.00
1,920	tons	Class "B" Asphaltic Concrete	7.75	14,880.00
40	cu. yds.	Aggregate in Seal Coat	5.00	200.00
				$ 34,688.00

Subtotal	$ 79,389.00
10% Engr. & Cont.	7,938.90
Total	$ 87,327.90

Length of Roadway	0.052 mile
Length of Bridge	0.453 mile
Length of Grade Separation Structure	0.027 mile
Total Length	0.532 mile
Cost per mile, Roadway	$1,679,382.88

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Marion Street Bridge	$1,030,965.10	$531,530.00	$499,435.10
Grade Separation Structure	45,478.40	23,447.00	22,031.40
Roadway	87,327.90	45,023.00	42,304.90
	$1,163,771.40	600,000.00	$563,771.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

State Project (Nonparticipating)

Main Span Piers (Contract No. 3348)

All Required		Shoring, Cribbing, Etc.		$ 110,000.00
2,600	cu. yds.	Structural Excavation	$ 4.00	10,400.00
40	cu. yds.	Structural Excavation Below Elevation Shown	5.00	200.00
9,700	lin. ft.	Furnish Foundation Piling	0.90	8,730.00
298	only	Drive Piles	80.00	23,840.00
1,840	cu. yds.	Class "A" Concrete	40.00	73,600.00
220,000	lbs.	Metal Reinforcement	0.09	19,800.00
				$ 246,570.00

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (1)

MARION STREET B LOCK ON THE

SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate to accompany plans and specifications. ~~Not as basis for project agreement.~~)

Salem, Oregon, ~~March 20, 1951~~ May 1, 1951

MARION STREET BRIDGE

Type Code K931

(Sta. 34+08.32 to 58+00)
Steel Superstructure (Contract No. 3415)

900,000	lbs.	Structural Low Alloy Steel	$ 0.193	$ 173,700.00
328,000	lbs.	Structural Carbon Steel	0.1775	58,220.00
11	M-FBM	Treated Lumber in Place	330.00	3,630.00
				$ 235,550.00

Concrete Approach Spans (Contract No. 3445)

3,095	cu. yds.	Structural Excavation	$ 6.00	$ 18,570.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
15,400	lin. ft.	Furnish Treated Timber Piling	1.23	18,942.00
518	only	Drive Timber Piles	25.00	12,950.00
6,260	cu. yds.	Class "A" Concrete	66.00	413,160.00
1,134,000	lbs.	Metal Reinforcing	0.11	124,740.00
5,564	lin. ft.	Metal Rail	11.00	61,204.00
All Required		Painting Structural Steel		27,500.00
All Required		Electric Heating System in Place (65%)		18,590.00
All Required		Electric Lighting System in Place (60%)		4,800.00
130	tons	Class "B" Asphaltic Concrete	8.00	1,040.00
1.3	tons	RS-1 Emulsified Asphalt	50.00	65.00
6	cu. yds.	Aggregate in Seal Coat	5.00	30.00
				$ 701,691.00

Subtotal	$ 937,241.00
10% Engr. & Cont.	93,724.10
Total	$1,030,965.10

Type Code K221
West Salem Grade Separation Structure
(Sta. 60+07.26 to 61+51.14)
(Contract No. 3445)

80	cu. yds.	Structural Excavation	$ 6.00	$ 480.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.23	1,845.00
1,150	lin. ft.	Furnish Steel Piling	4.50	5,175.00
48	only	Drive Timber Piles	25.00	1,200.00
16	only	Drive Steel Piles	114.00	1,824.00
305	cu. yds.	Class "A" Concrete	66.00	20,130.00
58,000	lbs.	Metal Reinforcing	0.11	6,380.00
310	lin. ft.	Metal Rail	11.00	3,410.00
All Required		Electric Lighting System in Place (10%)		800.00
			Subtotal	$ 41,344.00
			10% Engr. & Cont.	4,134.40
			Total	$ 45,478.40

Type Code 6708
Roadway (Sta. 31+89.57 to 34+08.32)
(Contract No. 3445)

5	cu. yds.	Structural Excavation	$ 6.00	$ 30.00
205	cu. yds.	Class "A" Concrete	66.00	13,530.00
660	sq. yds.	Concrete Pavement	5.00	3,300.00
26,000	lbs.	Metal Reinforcing	0.11	2,860.00
436	lin. ft.	Metal Rail	11.00	4,796.00
All Required		Electric Heating System in Place (35%)		10,010.00
All Required		Electric Lighting System in Place (30%)		2,400.00
2,300	cu. yds.	Special Gravel Fill	3.00	6,900.00
40	lin. ft.	8" Concrete Sewer Pipe	2.00	80.00
60	M-gal.	Sprinkling	3.00	180.00
70	tons	Class "B" Asphaltic Concrete	8.00	560.00
0.7	ton	RS-1 Emulsified Asphalt	50.00	35.00
4	cu. yds.	Aggregate in Seal Coat	5.00	20.00
				$ 44,701.00

Roadway (Sta. 31+35.57 to 31+89.57)

All Required		Clearing and Grubbing		$ 3,000.00
450	cu. yds.	Removal of Pavement, Driveways and Walks	$ 0.80	360.00
1,700	lin. ft.	Removal of Curbs	0.60	1,020.00
4	only	Removal of Catch Basins	15.00	60.00

90	cu. yds.	Structural Excavation, Unclassified	4.00	$ 360.00
800	cu. yds.	General Excavation, Unclassified	1.50	1,200.00
300	lin. ft.	8" Sewer Pipe	1.25	375.00
90	lin. ft.	10" Sewer Pipe	2.00	180.00
160	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	480.00
8	only	Concrete Catch Basins	75.00	600.00
4	only	Adjusting Catch Basins, Steel Cover	35.00	140.00
3	only	Adjusting Manholes	75.00	225.00
60	cu. yds.	Concrete Curbs	45.00	2,700.00
28	cu. yds.	Concrete Islands	45.00	1,260.00
110	sq. yds.	Concrete Driveways	4.50	495.00
150	sq. yds.	Concrete Walks	4.00	600.00
380	lin. ft.	½" x 6" Expansion Joints in Islands	0.25	95.00
300	lbs.	Metal Reinforcement in Islands	0.20	60.00
870	cu. yds.	3" - 0 Material in Base	2.50	2,175.00
300	cu. yds.	3/4" - 0 Material in Base	3.00	900.00
30	M-gals.	Sprinkling	3.00	90.00
50	cu. yds.	3/4" - 0 Material in Binder Course	5.00	250.00
20	tons	RS-1 Emulsified Asphalt in Binder and Seal	60.00	1,200.00
1,920	tons	Class "B" Asphaltic Concrete	8.00	15,360.00
40	cu. yds.	Aggregate in Seal Coat	5.00	200.00
				$ 33,385.00

Subtotal	$ 78,086.00
10% Engr. & Cont.	7,808.60
Total	$ 85,894.60

Length of Roadway	0.052 mile
Length of Bridge	0.453 mile
Length of Grade Separation Str.	0.027 mile
Total Length	0.532 mile
Cost per mile, Roadway	$1,651,819.23

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Marion St. Bridge	$1,030,965.10	$532,185.00	$498,780.10
Grade Separation Structure	45,478.40	23,476.00	22,002.40
Roadway	85,894.60	44,339.00	41,555.60
	$1,162,338.10	$600,000.00	$562,338.10

State Project (Nonparticipating)

Main Span Piers (Contract No. 3348)

All Required		Shoring, Cribbing, Etc.			$ 110,000.00
2,600	cu. yds.	Structural Excavation	$ 4.00		10,400.00
40	cu. yds.	Structural Excavation Below Elevation Shown	5.00		200.00
9,700	lin. ft.	Furnish Foundation Piling	0.90		8,730.00
298	only	Drive Piles	80.00		23,840.00
1,840	cu. yds.	Class "A" Concrete	40.00		73,600.00
220,000	lbs.	Metal Reinforcement	0.09		19,800.00
				$	246,570.00

March 20, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Marion Street Bridge (Water St.-Commercial St.) Section, Project No. U-322 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:cw

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (1)

MARION STREET BRIDGE ON THE

SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 20, 1951

MARION STREET BRIDGE

Type Code X931
(Sta. 34+08.32 to 58+00)
Steel Superstructure (Contract No. 3415)

900,000	lbs.	Structural Low Alloy Steel	$ 0.193	$ 173,700.00
328,000	lbs.	Structural Carbon Steel	0.1775	58,220.00
11	M-FBM	Treated Lumber in Place	330.00	3,630.00
				$ 235,550.00

Concrete Approach Spans (Contract No. 3445)

3,095	cu. yds.	Structural Excavation	$ 6.00	$ 18,570.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
15,400	lin. ft.	Furnish Treated Timber Piling	1.23	18,942.00
518	only	Drive Timber Piles	25.00	12,950.00
6,260	cu. yds.	Class "A" Concrete	66.00	413,160.00
1,134,000	lbs.	Metal Reinforcing	0.11	124,740.00
5,564	lin. ft.	Metal Rail	11.00	61,204.00
All Required		Painting Structural Steel		27,500.00
All Required		Electric Heating System in Place (65%)		18,590.00
All Required		Electric Lighting System in Place (60%)		4,800.00
130	tons	Class "B" Asphaltic Concrete	8.00	1,040.00
1.3	tons	MS-1 Emulsified Asphalt	50.00	65.00
6	cu. yds.	Aggregate in Seal Coat	5.00	30.00
				$ 701,691.00

Subtotal	$ 937,241.00
10% Engr. & Cont.	93,724.10
Total	$1,030,965.10

Type Code X221
West Salem Grade Separation Structure
(Sta. 60+07.26 to 61+52.14)
(Contract No. 3445)

80	cu. yds.	Structural Excavation	$ 6.00	$ 480.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.23	1,845.00
1,150	lin. ft.	Furnish Steel Piling	4.50	5,175.00
48	only	Drive Timber Piles	25.00	1,200.00
16	only	Drive Steel Piles	114.00	1,824.00
305	cu. yds.	Class "A" Concrete	66.00	20,130.00
58,000	lbs.	Metal Reinforcing	0.11	6,380.00
310	lin. ft.	Metal Rail	11.00	3,410.00
All Required		Electric Lighting System in Place (10%)		600.00
			Subtotal	$ 41,344.00
			10% Engr. & Cont.	4,134.40
			Total	$ 45,478.40

Type Code 6708
Roadway (Sta. 31+89.57 to 34+08.32)
(Contract No. 3445)

5	cu. yds.	Structural Excavation	$ 6.00	$ 30.00
205	cu. yds.	Class "A" Concrete	66.00	13,530.00
660	sq. yds.	Concrete Pavement	5.00	3,300.00
26,000	lbs.	Metal Reinforcing	0.11	2,860.00
436	lin. ft.	Metal Rail	11.00	4,796.00
All Required		Electric Heating System in Place (35%)		10,010.00
All Required		Electric Lighting System in Place (30%)		2,400.00
2,300	cu. yds.	Special Gravel Fill	3.00	6,900.00
40	lin. ft.	8" Concrete Sewer Pipe	2.00	80.00
60	M-gal.	Sprinkling	3.00	180.00
70	tons	Class "B" Asphaltic Concrete	8.00	560.00
0.7	ton	MS-1 Emulsified Asphalt	50.00	35.00
4	cu. yds.	Aggregate in Seal Coat	5.00	20.00
				$ 44,701.00

Roadway (Sta. 31+35.57 to 31+89.57)

All Required		Clearing and Grubbing		$ 3,000.00
450	cu. yds.	Removal of Pavement, Driveways and Walks	$ 0.80	360.00
1,700	lin. ft.	Removal of Curbs	0.60	1,020.00
4	only	Removal of Catch Basins	15.00	60.00

90	cu. yds.	Structural Excavation, Unclassified	$ 4.00	$ 360.00
800	cu. yds.	General Excavation, Unclassified	1.50	1,200.00
300	lin. ft.	8" Sewer Pipe	1.25	375.00
90	lin. ft.	10" Sewer Pipe	2.00	180.00
160	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	480.00
8	only	Concrete Catch Basins	75.00	600.00
4	only	Adjusting Catch Basins, Steel Cover	35.00	140.00
3	only	Adjusting Manholes	75.00	225.00
60	cu. yds.	Concrete Curbs	45.00	2,700.00
28	cu. yds.	Concrete Islands	45.00	1,260.00
110	sq. yds.	Concrete Driveways	4.50	495.00
150	sq. yds.	Concrete Walks	4.00	600.00
380	lin. ft.	½" x 6" Expansion Joints in Islands	0.25	95.00
300	lbs.	Metal Reinforcement in Islands	0.20	60.00
870	cu. yds.	3" - 0 Material in Base	2.50	2,175.00
300	cu. yds.	3/4" - 0 Material in Base	3.00	900.00
30	M-gal.	Sprinkling	3.00	90.00
50	cu. yds.	3/4" - 0 Material in Binder Course	5.00	250.00
20	tons	RS-1 Emulsified Asphalt in Binder and Seal	60.00	1,200.00
1,920	tons	Class "B" Asphaltic Concrete	8.00	15,360.00
40	cu. yds.	Aggregate in Seal Coat	5.00	200.00
				$ 33,385.00

Subtotal	$ 78,086.00
10% Engr. & Cont.	7,808.60
Total	$ 85,894.60

Length of Roadway	0.052 mile
Length of Bridge	0.453 mile
Length of Grade Separation Str.	0.027 mile
Total Length	0.532 mile
Cost per mile, Roadway	$1,651,819.23

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Marion St. Bridge	$1,030,965.10	~~$514,446.00~~	~~$516,519.10~~
Grade Separation Structure	45,478.40	~~22,693.00~~	~~22,785.40~~
Roadway	85,894.60	~~42,861.00~~	~~43,033.60~~
	$1,162,338.10	~~$580,000.00~~	~~$582,338.10~~

$582,338.10

State Project (Nonparticipating)

Main Span Piers (Contract No. 3348)

All Required		Shoring, Cribbing, Etc.		$110,000.00
2,600	cu. yds.	Structural Excavation	$ 4.00	10,400.00
40	cu. yds.	Structural Excavation Below Elevation Shown	5.00	200.00
9,700	lin. ft.	Furnish Foundation Piling	0.90	8,730.00
298	only	Drive Piles	80.00	23,840.00
1,840	cu. yds.	Class "A" Concrete	40.00	73,600.00
220,000	lbs.	Metal Reinforcement	0.09	19,800.00
				$246,570.00

MARION STREET BRIDGE SECTION

PROJECT NO. U-322 (1)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

March 20, 1951

MARION STREET BRIDGE APPROACH

PROJECT NO. U-322 (1)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

March 20, 1951

Form E-1—10M—7-50

FAP 32

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 14, 19 51

Section West Salem Bridge Approach

Kind of work Clearing & Dredging

Highway Salem - Dallas

Section prefix 27-1023 - {320 - clearing, 221 - cats, 231 - Pipes, 239 - Dredge}

Contractor O.C. Yocam - U.S. Dredge

Contract number

Date of contract March 6 for clearing, Dredging April 1 19 51

Date of completion May 19, 19 51

Date work started March 6 - March 21 Apr 2, 19 51

Estimated date of completion , 19

Amount of contract . . . . . $ 104,575 00

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 109,127 00

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $ 600 00, 0.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Dredge has an extra good run this week, working on Easterly end of point-of-land above Center St. Bridge. Dredge Supt. Mr. Dixon estimates finishing to date next week. Yards c.y of material since the beginning of operations

Shore crew cut-up 2-3-5 - worked most of week with very little success. 2-8 cat on job April 1 at 2 P.M. on ... Dixon track Dragdown, in state since Thursday. Started ... 2 hrs work and same break down. Expect cat to be on job Sat P.M. at about 3 P.M. Rock guards have been cut on so as further trouble is expected.

Cat crew is working on the point material but so as to be out of the dredge swing when dredge is working.

Signed Everett E. Earle

Address Salem - Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			Note:-	Plans are for	
Estimated quantities moved or placed to date			coming	wk. D-8 to	
Average daily quantities			Run 3	shifts	
Average daily quantities necessary to complete project on time			49-8	3 to work	
Number shifts per day	(3) (3)		one	shift at present.	
Hours per shift	(8) (8)				
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....
1 Dredge 2 cats with Dozers
Compressors ....., Bulldozers ....., Sheep-foot rollers .....; . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 41606

RECEIVED
APR 16 1951
OFFICE OF
CONSTRUCTION ENGINEER

Form E-1—100M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 24, 1951

Section West Salem Bridge Approaches

Highway Salem - Dallas

Contractor

Date of contract March 6 For clearing 19th, 19 51

Date work started March 7 For clearing 21st, 19 51

Amount of contract . . . . . $ 104 575 00

Kind of work

Section prefix 27-1023 - 220 221 239

Contract number 4112

Date of completion , 19

Estimated date of completion , 19

Per cent of time elapsed 20 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 109,127 00

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $ 377 00, 0.4 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor O.C. Yoe Co. on clearing has approximately 20% of work completed and is working on Piling. Expect to start driving Monday 7:30 AM on Western Tab and continue on work until completed. Expect to be through the 23rd at 7:30 Friday. Have no Time

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1	3			
Hours per shift	8	8			
Average force on project for week	7	6			

clearing for roadbed

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....
Dredge Cat & power saw.
Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	Clear		
Wednesday	Showers		
Thursday	Clear		
Friday	Clear		
Saturday	Clear.		

State Printing Dept. 41608

RECEIVED
MAR 9 '51
OFFICE OF
CONSTRUCTION ENGINEER

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section West Salem dike & fill section — For Week Ending March - 10, 19 51

Highway Salem Dairy — Kind of work Clearing

Contractor O. C. Yocom Company — Section prefix

Date of contract March 6, 19 51 — Contract number Purchase Order # 15364

Date work started March 7, 19 51 — Date of completion March - 20, 19 51

Amount of contract . . . . . $ 3400.00 — Estimated date of completion , 19

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $, % — Per cent of time elapsed 33 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor started felling trees at 10:00 A.M. on March 7 on East end of project in Stand of timber as specified in center lines of plans and Engr. & buildings and power line.

Snow hindered work this week.

Signed

Address Room 206 Sign Bldg. - Salem.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2	one day only.			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., 1 Power Saw, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Snowing		
Monday	Snow		
Tuesday	Snow		
Wednesday	Snow		
Thursday	Snow		
Friday	Snow!		
Saturday			

State Printing Dept. 38842

January 15, 1951

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3445 which was awarded to you on December 20, 1950 by the State Highway Commission, covering Marion Street Bridge Approaches on the Salem-Dallas Highway in Marion County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

1-15-51

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 13, 19 51

Section Marion St. Bridge Approaches

Kind of work Construct Viaduct Approaches

Highway Salem-Dallas

Section prefix 24-1040

Contractor General Construction Co.

Contract number 3445

Date of contract December 20, 19 50

Date of completion June 30, 19 52

Date work started ....., 19.....

Estimated date of completion June 30, 19 52

Amount of contract . . . . . $.....

Per cent of time elapsed .....%

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Our cost

Engineering cost to date $ 119.82, ...%

Date project was completed ....., 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Murphy, Shaw, Mohney and Schuberg staking bents on Marion St. Thursday and Friday.

Setting offset lines for bents and ramp.

Establishing grade. Making profile for curb on ramp Friday.

RECEIVED
JAN 15 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM				OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY			
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers & Fog		
Tuesday	Showers & Fog		
Wednesday	Fog		
Thursday	Cloudy & Shnshine		
Friday	Overcast		
Saturday			

State Printing Dept. 41608

RECEIVED
FOR FILING

December 27, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are five executed copies of an encroachment resolution adopted by the City of Salem in connection with Oregon Project FAU 322(1), Marion Street Bridge Approaches.

Please note that this resolution only covers that portion of the project which traverses a city street (Marion Street) as it was prepared and executed prior to our recent discussion of similar resolutions in connection with other projects. The balance of the project is a bridge approach with no intersecting streets; however, if you require a city resolution covering the entire project, please advise and an additional resolution will be obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JPH:MN
Encl.

cc: J. W. Nash
John W. Cattrall

FORM E-30 25M 8-50 42286

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1950

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

Enclosed is a suggested letter of transmittal to the B.P.R. together with five copies of an encroachment resolution adopted by the City of Salem. This resolution was obtained prior to recent discussions with the B.P.R. re the extent of any project which would require such a resolution to control encroachments.

As the part of this particular project that does not traverse a city street is a bridge approach, the Bureau might accept the enclosed resolution as satisfactory. If not, we will prepare an additional one.

In the future all resolutions will be prepared to cover the entire section within the city involved.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann

John F. Hagemann
Field Engineer

JFH:MM
Encl.

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DEC 21 1950
FOR FILING
7A4-22.2(1)

December 21, 1950

General Construction Company
3840 Iowa Avenue
P. O. Box 3244
Seattle, Washington

Gentlemen:

The State Highway Commission on December 20, 1950, awarded you Contract No. 3445 for reinforced concrete viaduct approaches, placing deck and rail, painting structural steel spans, and other miscellaneous work on the Marion Street Bridge Approaches of the Willamette River Bridge, in Marion and Polk Counties. This award was based on your low bid of $787,736.00.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Gladmyer, Secretary

cc: S. H. Probert
C. S. Paxson

RECEIVED
FOR FILING
DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 20, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. U-322(1) Marion Street Bridge Approaches, to General Construction Company, Portland, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

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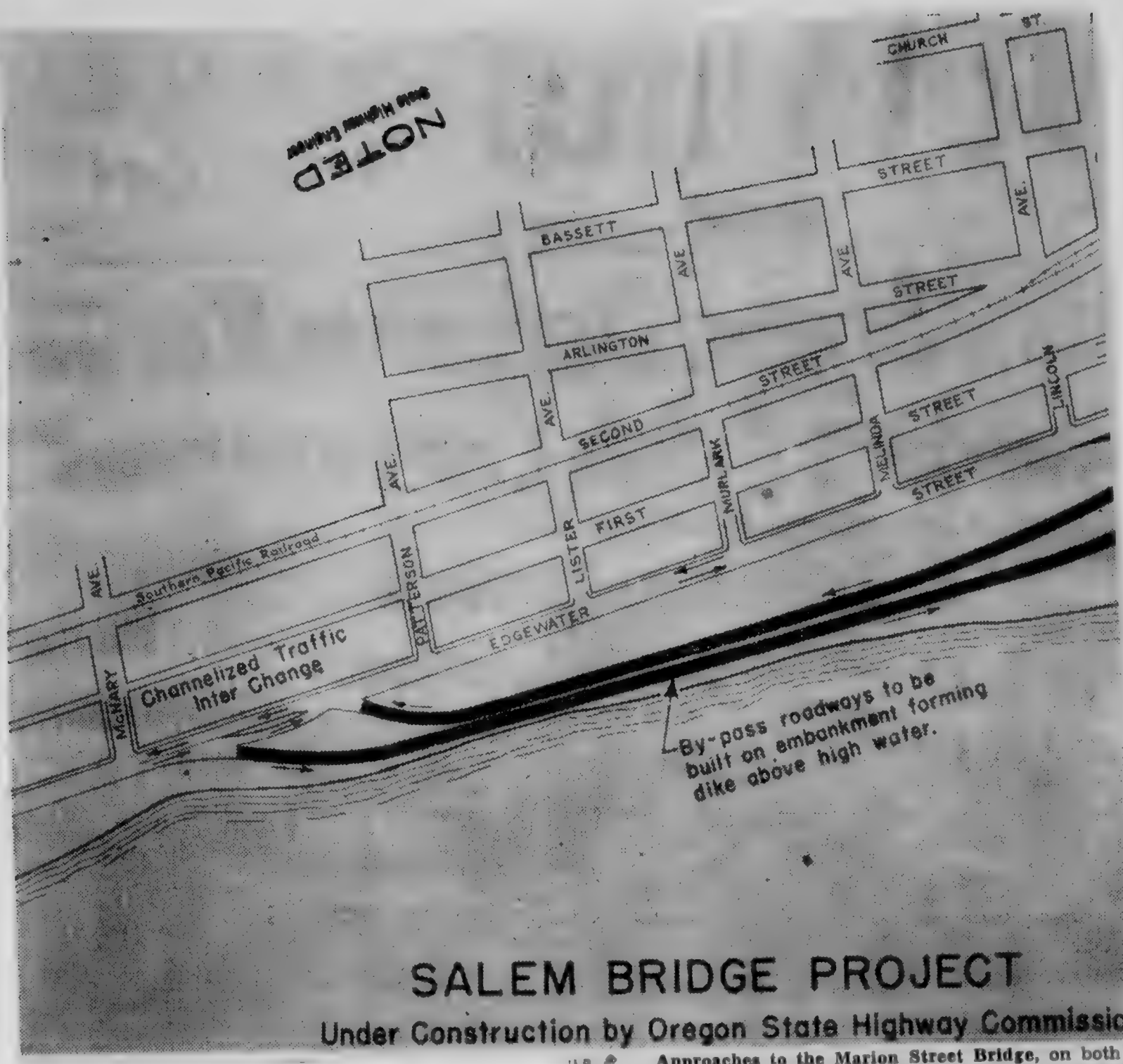
FOR FILING



SALEM BRIDGE PROJECT

Under Construction by Oregon State Highway Commissior

eft).

Approaches to the Marion Street Bridge, on both s
the Willamette river, on which bids are to be opened
state highway commission at its December meetir

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shown on the above map. Overhead crossings of Front street and the railroad on the east side and of Wallace road on the west side are involved in the project.

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NOV 21 1950
FOR FILING

U-322 (1)

November 15, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending herewith a small scale map showing the general layout for the Salem Bridge Project, U-322 (1), as now planned.

In the next contract, it is proposed to include all of the structure work required to complete the structures for the southbound (or westbound) lanes, including the grade separation structure opposite Wallace Road.

Construction activities under the contract will be timed so that there will be no interference with traffic over the Center Street bridge until traffic can be routed over the Marion Street bridge.

The building of the whole of the structure under the first contract will make possible the shifting of traffic from Edgewater Street to the dike roadway almost as soon as the construction of the Marion Street bridge is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHH:ms

Encl.

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

December 7, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. and E. documents for Oregon Project S-322(1), Marion Street Bridge Approaches, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

An encroachment resolution by the City of Salem should be furnished prior to request for preparation of the project agreement.

Very truly yours,

T. M. DAVIS
District Engineer

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DEC. 1951
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) December 14, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)		
25-B-205 3446	5 & 6 Final	Rush Construction Co.		
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)	
21690	R-29647	$ 432.69	Dec. 13, 1951	

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: Extended to Aug. 14, 1951 without penalty

Completion Date: Aug. 14, 1951

Date Accepted: Nov. 8, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-14-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

DEC 14 1951

Warrant Mailed:
D B Taylor

RECEIVED
FOR FILING

November 28, 1951

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 3446 for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County was completed by the contractor, Rush Construction Co., on August 14, 1951 and was accepted formally by the Highway Commission on November 8, 1951.

Final payment in the amount of $432.69 will be released to the contractor on or after December 8, 1951. The total contract amount is $19,392.68, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
FOR FILING

November 27, 1951

Rush Construction Co.
304 S. E. 2nd St.
Enterprise, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 14 days, from July 31 to August 14, 1951, within which to complete your contract No. 3446 for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

W. S. Hodge,
Resident Engineer

H G. Smith
Construction Engineer

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OCT 1951
FOR FILING

October 29, 1951

Request for extension of time
No. 7
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Rush Construction Company for an extension of time on Contract No. 3446, Nightmile-Heppner section of the Lexington-Heppner Secondary Highway, from July 31, 1951 to August 14, 1951.

The contractor had produced all of the rock required in the contract prior to the completion date, but due to the fact that his trucks were being used on a state oiling project in the immediate vicinity he stockpiled the materials and completed the hauling when it was convenient.

There was no inconvenience to the traveling public, and no additional engineering costs were incurred because of this 14-day overrun. I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh mc

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING

September 18, 1951

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

It is the intention of the State Highway Commission to release to Rush Construction Co. a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 3446, for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County.

This payment, which is in the amount of $2,230.74, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $586.39. The present payment will be released on or after September 28, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

25-8303
3446

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report #12

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 18, 1951

Section Eightmile-Heppner

Kind of work Rock Production

Highway Wasco-Heppner

Section prefix 25-8303

Contractor Rush Const. Co.

Contract number 3446

Date of contract December 20, 1950

Date of completion July 31, 1951

Date work started May 21, 1951

Estimated date of completion , 19

Amount of contract . . . . . $ 19,110.00

Per cent of time elapsed 106.3 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 19,969.95

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $ 853.30, 55.8 %

Date project was completed August 14, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished hauling out the rock to stockpiles the first of the week and completed the piles and cleaning up at the quarry.

We finished re-measuring the piles.

NOTED
W. LIBBY

RECEIVED
AUG 30 1951
OFFICE
CONST. ENGR.

Signed W. A. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			7,000		
Estimated quantities moved or placed to date			7,000		
Average daily quantities			640		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers .....1....., Sheep-foot rollers ....., . Cat. . .....1....., Trucks . .....3....., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED

State Printing Dept. 41808

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APR 1 - 1951
FOR FILING

35-8303
3446

March 30, 1951

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Dec. 11-8303
3282

Gentlemen:

Your letter of March 29 concerning four state highway contracts has been received. The information requested is listed below in the same order as you showed them in your letter.

1. Contract 3446, awarded to Rush Construction Company for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County. Surety is United States Fidelity and Guaranty Company with L. Reilly, Cascade Building, Portland 4, acting as agent. Completion date is set for July 31, 1951.

2. Contract 3257, awarded to Stevenson Construction Company for grading and surfacing the West Unit, Hamilton-Long Creek Section of the Kumberly-Long Creek Highway in Grant County. Phoenix Indemnity Company is the surety; their agent is J. S. Lochead, 316 North Church Street, Salem. Date of Completion is set for July 31, 1951.

3. Contract 3282, awarded to Oscar E. Joelson for rock production on the Rock Creek-Condon-Service Creek Section of the Wasco-Heppner and John Day highways in Gilliam and Wheeler counties. Surety is the Great American Indemnity Company whose agent is Wells-Reed Insurance, 412 Failing Building, Portland 4. The contract was completed September 1, 1950, and accepted by the Commission on October 26, 1950. Final payment was mailed to the contractor on December 1, 1950.

The fourth job which you mentioned, Mr. Oscar Joelson, sub-contractor to T. W. Thomas at Mt. Vernon, we find is a Bureau of Public Roads job and concerning which we do not have the information shown on the jobs above. P.O. Box 3900, Portland, Ore

In the event that it is desired to protect any claims against the state highway contracts for a period longer than six months following completion and acceptance of the jobs, it is suggested that the claims be filed with the Secretary of State.

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JAN 27 1951
FOR FILING

3416

January 25, 1951

Rush Construction Co.
304 S. E. 2nd St.
Enterprise
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3441, for grading and surfacing on the East Cottonwood Canyon-York Ranch Section of the Wasco-Heppner Highway in Gilliam County, awarded December 19, 1950.

Contract No. 3446, for rock production on the Eightmile-Heppner Section of the Wasco-Heppner Highway in Morrow County, awarded December 20, 1950.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

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DEC 21 1950
FOR FILING

3416

December 21, 1950

Rush Construction Company
304 West Main Street
Enterprise, Oregon

Gentlemen:

The State Highway Commission on December 20, 1950, awarded you Contract No. 3446 for rock production on the Eightmile-Heppner Rock Production Project on the Wasco-Heppner Highway west of Heppner. This award was based on your low bid of $19,110.00.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Claisyer, Secretary

cc: S. H. Probert

3-447 White House Staff Files
Executive Branch of the White
House Staff and Offices.

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35-9303
3447
(CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
April 5, 1951

(EST. NO.)	(CONTRACTOR)
3-final	Rogers Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5577	R-13413	$ 1,135.72	4/5/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None required

Completion Date: Feb. 16, 1951

Date Accepted: April 13, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-16-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

G. A. Nicklander

NOTED ON CARD

RECEIVED

35 4 5 4 3

3447

March 23, 1951

Mr. Charles McInroe, Superintendent
Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Dear Sir:

In response to your request addressed to Resident Engineer Lowell N. Stratton, we are sending herewith a copy of the haul adjustment calculation for the Mitchell-John Day River Rock Production Project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

HHP:gs

Encl.

cc Mr. W. E. Chandler
Mr. Lowell N. Stratton

RECEIVED
MAR 23 1951
FOR FILING

Files

ROGERS CONSTRUCTION CO.

General Road Contractors

11760 N. E. GLISAN STREET
PORTLAND 16, OREGON

March 22 1951.

Mr S H Probert, Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

re:Contract # 3447. 35-8303

Dear Sir:

Will you please furnish us with a complete breakdown of the calculations as to how the figure on haul adjustment favor of contractor on the Mitchell-John Day River Rock Production Project were arriwed at.

This is pursuant to our letter of March 10th to Mr. Strtton, who advised us that this information has been turned over to you, and that you will furnish it to us.

Thanking you.

Yours very truly,
Rogers Construction Co.
By Charles McInroe
Charles McInroe, Superintendent.

Figures given to Probert

HAUL ADJUSTMENT

MITCHELL-JOHN DAY RIVER ROCK PRODUCTION PROJECT

Contract 3447

Stockpile Station	Haul Distance	Tentative Cu. Yds.	Tentative Yd. Mi.	Actual Cu. Yds.	Actual Yd. Mi.
M.P. 79.60	7.9 mi.	1,610	12,719	1,806.6	14,272.1
M.P. 87.4	0.5	4,670	2,335	4,900.2	2,450.1
M.P. 87.5 = Quarry					
M.P. 93.9	6.4	3,190	20,416	3,468.5	22,198.4
M.P. 99.5	12.0	2,530	30,360	2,782.9	33,394.8
Totals		12,000	65,830	12,958.2	72,315.4

Average Tentative Haul = $\frac{65,830}{12,000}$ = 5.48583 Miles per cu. yd.

Average Actual Haul = $\frac{72,315.4}{12,958.2}$ = 5.58066 Miles per cu. yd.

Excess of average actual haul over average tentative haul
(5.58066 - 5.48583) = 0.09483 mile per cu. yd.

Total extra haul made by contractor:
0.09483 mi. x 12,958.2 = 1,228.8 yd. miles

March 23, 1951

FORM E-20 25M 9-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Madras, Oregon
March 15, 1951

SUBJECT: Contract # 3447

To:

Mr. Charles McInroe, Supt.
Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Dear Sir:

In re to your letter of March 10,1951, concerning the Haul Adjustment calculations on the Mitchell-John Day River Rock Production Production Project.

The calculations for the Haul Adjustment have been turned into Salem. If you contact Mr. H. G. Smith, Construction Engineer or Mr. S. H. Probert, office Engineer in Salem, they will be able to furnish you the information you wish.

Very truly yours,

Lowell M. Stratton

Lowell M. Stratton
Resident Engineer

cc-Mr. H. G. Smith
Mr. S. H. Probert
Mr. W. L. Chandler

COPY

March 10, 1951.

Mr. L. M. Stratton, Res. Engr.
Madras, Oregon.

re: Contract 3447-Mitchell John Day Section Ochoco Highway.

Dear Sir:

We are in receipt of Estimate No. 2 S F, on the above contract, and in connection therewith, would you please furnish us with a breakdown and analysis of how you arrived at the figure for "Haul adjustment favor of contractor."

Thanking you, we are,

Yours very truly,
Rogers Construction Co.,

By_____
Charles McInroe, Supt.

RECEIVED
[illegible]
35-8202
[illegible]

March 23, 1951

The Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State highway contract No. 3447, for rock production on the Mitchell-John Day River Section of the Ochoco Highway in Wheeler and Grant Counties, was completed by the contractor, Rogers Construction Co., on February 16, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,135.72 will be made to the contractor after acceptance by the Highway Commission. The total contract amount is $31,707.08, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
United States National Bank Bldg.
Portland 4, Oregon

[illegible]
[illegible]

RECEIVED
MAR - 1951
FOR FILING

35-9 31 E
J447

March 6, 1951

The Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Co. on contract No. 3447, for rock production on the Mitchell-John Day River Section of the Ochoco Highway in Wheeler and Grant Counties. This payment, in the amount of $18,096.46, will be made on or after March 16, 1951. The retained percentage is $945.51.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Pallett,Fisher & Carlo,Inc.
United States National Bank Bldg.
Portland 4, Oregon

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 24, 19 61

Section Mitchell-John Day River

Highway Ochoco

Contractor Rogers Construction Co.

Date of contract December 20, 19 50

Date work started January 3, 19 51

Amount of contract $28,580

Kind of work Rock Production

Section prefix 35-8303

Contract number 3447

Date of completion August 31, 19 51

Estimated date of completion February 16, 19 51

Per cent of time elapsed 23 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 32,100

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 2000, 85 %

Date project was completed February 16, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor moving out this week.

Field party completed measuring stockspiles and the office have them figured.

The semi-final estimate should be in the mail Monday of next week.

Signed Lowell W. Stratton

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			31.45		
Miles partially completed					
Miles completed			31.45		
Total estimated quantities			12,000		
Estimated quantities moved or placed to date			12,900		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM				OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY			
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 38842

RECEIVED
JAN 18 1951
FOR FILING

35-8302
2-1-17

January 17, 1951

Rogers Construction Co.
1176 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3447 which was awarded to you on December 20, 1950, for rock production on the Mitchell-John Day River Section of the Ochoco Highway in Wheeler and Grant Counties.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 21 1950
FOR FILING

36-Jac
3447

December 21, 1950

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on December 20, 1950, awarded you Contract No. 3447 for rock production on the Mitchell-John Day River Rock Production Project on the Ochoco Highway east of Mitchell in Wheeler and Grant counties. This award was based on your low bid of $28,680.00.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Claisyer, Secretary

cc: S. H. Probert

RECEIVED
FOR

Great American Indemnity Company
New York

J. M. RIEG
SPECIAL AGENT

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON
ATWATER 4685

W. H. GARDNER
CLAIM SUPERINTENDENT

May 20, 1955

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Our File SF 2428 Bond No. 495722
Obligee-State of Oregon
Principal-Berke Bros.

Dear Mr. Glaisyer:

Mr. Fred Reed has handed me your letter of May 16th, and has asked me to acknowledge its receipt and respond to it so far as I am able.

In reviewing the list of claims which was attached to your letter, I note that Mr. Voreis' name appears twice. I believe this is erroneous. I believe that Mr. Voreis has only one claim, and that is in the amount of $1,793.00. The $1,500.00 item is incorporated in this figure.

So far as H. W. English and Company is concerned, this claim was resisted by United Pacific Insurance Company. I believe this course of action resulted in a trial which ended with a judgment in favor of Mr. English, from which an appeal has been taken.

So far as Mr. Sackett's claim for $56,884.38 is concerned, this was eliminated in a trial of the case, filed by Mr. Sackett against Berke Bros.

I have asked Mr. Boyle, the Branch Claims Manager of the United Pacific, to explain whether or not he has paid the other claims. Upon receipt of his advice, I will address you further.

Yours very truly,

W. H. Gardner

W. H. Gardner, Superintendent
Oregon Claim Department

WHG/lb

RECEIVED
OCT 21 1957
FOR FILING

May 16, 1955

Mr. Fred C. Reed
c/o Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Dear Fred:

I have had on my desk for several days your letter of April 28, 1955 concerning claims against State Highway Contract No. 3448, awarded to Berke Brothers, for construction of the Willow Creek-Boardman Section of the Columbia River Highway. Attached thereto was a letter from the Branch Manager of the United Pacific Insurance Company, which furnished the bond for the subcontractor, Allen E. Sackett, and a letter from Mautz, Souther, et.al., who defended Berke Brothers, Great American Indemnity Company, and the United Pacific Company in the suit of H. W. English and Company against the subcontractor Mr. Sackett.

In his letter Mr. Boyle states that there are no other claims against this job other than the two claims of Mr. English. In the other letter Mautz, Souther, et.al., states that they are not acquainted with any other claims on this job. Perhaps both are right sofar as they have been advised; however, Great American Indemnity Company has received from this office notices of numerous claims which still are on record here as being unsatisfied. I enclose a list of them, and in accordance with the offer contained in the last paragraph of your letter, I hereby respectfully request a definite statement as to the status of each, together with an executed copy of a receipt that was given by the claimant in each instance, or a photostatic copy of the same.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

CLAIMS FILED AGAINST CONTRACT NO. 3448

D. W. Voreis	Tractor rent & driver		$1,500.00
Westland Equipment Co.	Labor and materials		718.37
Empire Machinery Co.	Labor and materials		5,424.22
K. C. Dack Construction Co.	Equipment rental		135.00
Columbia Equipment Co.	Materials		924.42
Hulden Motor Co.	Materials		1,255.81
Peter Kiewit Sons' Co.	Labor and rental		233.25
H. W. English & Co.	Hauling and materials		10,458.04
Allen E. Sackett	Equipment Rental		56,884.38
Firestone Tire & Rubber Co.	Labor and materials		1,149.95
P. L. Crooks & Co.,Inc.	Material	(plus int.)	646.59
J. N. Conley	Equipment rental		418.50
D. W. Voreis' Atty. filed affidavit of Lien for labor & rental for			1,793.00

Great American Indemnity Company
New York
MEMBER Great American GROUP

WELLS-REED INSURANCE • General Agents
412 FAILING BUILDING · ATWATER 7305 · PORTLAND 4, OREGON

April 28, 1955

Mr. Herbert Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Berke Brothers - Willow Creek-Boardman
Section of the Columbia River Highway

Dear Herb:

You will recall that you inquired of me as to the disposition of various claims filed with you against Berke Brothers and arising out of their subcontract with Allen Sackett on the above job.

I have asked our claims department to give me some factual information on this subject and they have today presented us with two letters, one from the branch manager of the United Pacific Company which you will recall was the company bonding Sackett, and the other from Mautz, Souther, Spaulding, Denecke & Kinsey who defended our company and Berke Brothers on behalf of the United Pacific in a suit by Mr. English of Hood River and on which you will note that Mr. English obtained judgments.

In the final settlement between Berke Brothers and Sackett, the United Pacific agreed to assume liability for any valid claims that were not settled at the time, and the enclosed letters purport to give us the status of such claims as of this date.

If you are interested in specific claims filed with your department and which may not have been settled by reason of having been outlawed or some other legal reason, I would appreciate it if you would let me have a list of such claims so that we can give you an answer on each one and so that you, as well as we, will be able to know the final outcome of this unfortunate experience. Please feel free to inquire about any other matter relating to this that remains unanswered.

Very truly yours,

WELLS-REED INSURANCE

Fred C. Reed

Read 4/29/55
LETTER TO
DATE

FCR/nc
Enclosures

Copy of letter from Mautz, Souther, Spaulding, Denecke & Kinsey
Board of Trade Building
Portland, 4, Oregon

April 25, 1955

Great American Indemnity Company
409 Failing Building
Portland, Oregon

Re: Allen Sackett

Gentlemen:

In reply to your letter of April 18, 1955, we defended Great American Indemnity Company and Berke Bros., on behalf of the United Pacific, in the two suits by English. The Court returned a judgment in each case, the judgment being in the amount of $8,364.95 together with interest at the rate of 6% per annum from September 8, 1951 until paid and the further sum of $1,000 together with costs and disbursements assessed at $35.25 and in the other case $2,092.09 together with interest at 6% from April 12, 1951 and the further sum of $300.00 as attorneys fees and costs and disbursements assessed at $35.25.

We are appealing these judgments solely on the ground that the Court erroneously denied defendants motion to quash service of summons.

I am not acquainted with any other claims on the job and you will note that we have sent copies to this to Mr. Boyle and this is a request to Mr. Boyle that he write you directly as to whether or not there are any other claims beside these two English claims.

Yours very truly,

/s/ Arno H. Denecke

Arno H. Denecke

AHD:AB

cc: Edward A. Boyle
60-6652

RECEIVED
FEB 1 1955
FOR FILING

FI- 14.7(5)
3442

January 31, 1955

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

State Highway Contract No. 3448, awarded to Berke Brothers, was completed September 30, 1951, and accepted by the State Highway Commission on December 20, 1951.

This is in reply to your letter of January 27th concerning the status of the contract for the construction of the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

TELEPHONE
4404

January 27, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: State Highway Contract #3448
Willow Creek - Boardman
Columbia River Highway
State of Oregon ex rel. English
vs. Berke Bros.

Dear Mr. Glaisyer:

Would you please give us a statement to use in the action upon a bond as to the date of completion of the contract wherein Berke Bros. were the contractors under Contract #3448 and Allen E. Sackett performed as a sub-contractor.

Would you also please give us a statement on the same contract as to the time when the work was accepted by the Commission.

Sincerely yours,

Vawter Parker

VP/db

FORM E-123 SOH REVISED 8-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

3448

OREGON STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 4, 1955

Honorable Senator John P. Hounsell
Rt. 1, Box 795
Hood River, Oregon

Re: Contract No. 3448 - Berke Bros.
Willow Creek-Boardman Section
of the Columbia River Highway

Dear Senator Hounsell:

You have requested that I look into the matter of the claim of H. H. English and English & Company against Allen E. Sackett, subcontractor, in connection with the above contract.

I should first point out that the State Highway Commission deals with the contractor of the State. We do not receive copies of contracts between the State's prime contractor and his subcontractors, nor do we receive copies of bonds covering the performance of the subcontractor. Bonds furnished by the subcontractor are supplied for the protection of the prime contractor and his surety. In accordance with applicable statutes, the Highway Commission requires the prime contractor to furnish a bond and looks to the prime contractor and its surety for the proper completion of the work and the payment of all claims incurred during the course of the work.

Our files reveal that the above contract was completed on September 30, 1951, and accepted by the Highway Commission on December 20, 1951. The total amount of the contract was $504,212.24. On February 5, 1952, Mr. H.B. Glaisyer, Secretary for the Commission, wrote to the Great American Indemnity Company which, through Wells-Reed Insurance Company, was the surety upon the bond furnished by the prime contractor, Berke Bros. In that letter Mr. Glaisyer advised the surety that final payment due and owing on the contract was in the amount of $14,950.96. Mr. Glaisyer further advised the surety company that the amount of the final payment was being withheld pending settlement of a number of claims. A list of claims which had been made as of that date was attached to Mr. Glaisyer's letter showing 10 claims against Allen E. Sackett, subcontractor, totaling $24,850.25. Neither Mr. H. H. English nor English & Company had filed a claim as of that date. The surety company was quite anxious that the final payment due and owing the prime contractor be released, and discussed the matter in some detail by telephone with Mr. Enfield, Chief Counsel, and Mr. H. B. Glaisyer, Secretary. By letter dated February [illegible], 1952, Mr. Fred Reed, of the Wells-Reed Insurance Co., wrote on behalf of the Great American Indemnity Company. His letter contained the following paragraph:

"This will also confirm the writer's phone conversation with Mr. Laisyer and Mr. Orfield wherein it was pointed out that the claims filed against Allen F. Sackett, sub-contractor, had all been filed with this office and that Perce Bros. have a bond covering the total amount of Mr. Sackett's sub-contract and that in our opinion the claims if properly chargeable against this contract would be covered by the bond of the Great American Indemnity Company covering the general contractor. Therefore, it would appear that withholding the final payment until the dispute between the contractor and sub-contractor is settled is undue burden to place upon the contractor."

By letter dated February 6, 1953, Mr. [illegible] Orfield, Chief Counsel, wrote to Mr. H. L. Laisyer, Secretary, as follows:

"I have reviewed your file concerning the above contract forwarded to this office, together with your letter of February 7, 1953. It appears that the claims that have been filed concerning this contract come within the provisions of O.C.L.A., § 98-101, and that the claimants have their remedy under the provisions of this statute, and that there is no necessity for withholding final payment upon this contract."

Pursuant to this letter the Great American Indemnity Company was advised that the final payment would be made, and final payment was actually made on March 5, 1953.

In the meantime, on February 11, 1953, a letter was received from Mr. Walter Parker, Attorney at Law, enclosing the claim of Mr. H. E. English in the amount of $2,09[illegible].09 for hauling equipment and the claim of English Company in the amount of $[illegible],365.75 for furnishing powder and blasting accessories in connection with the above contract. On February 13, 1953, Mr. H. L. Laisyer, Secretary, acknowledged receipt of the claims of Mr. H. E. English and English Company, and notified the Great American Indemnity Company of the same.

During the next few months several of the claims against Allen F. Sackett, subcontractor, were quite actively pressed. As noted above, the Highway Commission does not receive copies of subcontracts nor of the bond furnished by the subcontractors. The general correspondence in our files, however, indicates that the surety upon the bond furnished to Perce Bros. by that organization's subcontractor was the United Pacific Indemnity Company. That company was apparently taking no action toward making payment upon claims against its principal, Allen F. Sacket. The Great American Indemnity Company, while recognizing that it would be ultimately liable for claims properly chargeable against the contract, took the understandable position that claims against Allen F. Sacket were first the obligation of the United Pacific Indemnity Company and the Great American Indemnity Company should make no payment thereon until the claimants had exhausted their resources against Allen F. Sackett and his sureties.

Subsequent to the filing of the claims of Mr. H. . English and English Company, nothing was heard from these claimants until October 24, 1952, on which date Mr. Fawter Parker, Attorney at Law, requested Mr H. P. Claisyer, Secretary, to furnish him with a copy of the subcontract and bond. Copies of the contract and bond were forwarded to Mr. Parker on October 29, 1952. Our file indicates that nothing further was done with respect to these two claims until December 8, 1953, on which date Mr. H. P. Claisyer wrote to Mr. Fawter Parker in wiring whether the claim had ever been paid. No reply was received to Mr. Claisyer's letter. However, on January 15, 1954, Mr. H. . English personally wrote to Mr. Claisyer in regard to the matter. In his letter Mr. English made the following statement:

> ". . . we have been informed by the Du Pont Co.'s Seattle office that it is not necessary to seek legal aid to collect for materials consumed on an Oregon State Highway project. We have also had the same advise from a local attorney and interperated the same idea from a letter we received from the Secty of State some time ago."

Our file shows nothing further with respect to the claims of Mr. H. . English and English Company.

The statutory provision with which we are concerned in this problem was, at the time the various claims arose, Section 96-101 O.C.L.A. Since that time this statute has been recodified as ORS 510 et seq. A copy of the 1954 edition of Oregon Highway Laws is enclosed herewith and the pertinent statutes will be found on page 137 and following pages. You will note that under the provisions of ORS 279.516 contractors are required to furnish a bond to secure faithful performance of all the obligations of the contract. Under the provisions of ORS 279.512 any person who has supplied to any contractor labor or material for the prosecution of the work under the contract may institute an action within 2 years after supplying such labor or material in the name of the State of Oregon provided he has properly filed his claim with the Secretary of State.

Our files are not clear with respect to the dates upon which labor and materials were furnished to Allen A. Puckett by H. . English and English Company. As was commented above, the contract was completed on September 30, 1951, and presumably no labor and materials were furnished subsequent to that date. Consequently, under the provisions of Section 96-101 O.C.L.A. (now ORS 279.512), the claimant had until not later than September , 1953, in which to institute an action against the contractor and his surety. When Mr. Fawter Parker, on behalf of Mr. H. . English and English Company, requested a copy of the contract and bond on October 24, 1952, it could be quite properly assumed that this request was the first step leading toward the institution of legal proceedings against the contractor and its surety for collection of the claim under the provisions of the statute referred to above. No further request for information or assistance was directed to the Highway Commission by Mr. English or his attorneys from that date until Mr. English's letter of

January 15, 1954, which was past the time within which legal proceedings were required to be instituted. The remark of Mr. English in that letter to the effect that it is not necessary to seek legal aid to collect for materials consumed on Oregon State Highway projects is quite clearly in error. A brief reading of the statute reveals that the remedy of a claimant is set forth clearly in the statute and necessitates institution of legal proceedings within 2 years after supplying the labor or materials if the claimant is not otherwise successful in collecting his claim.

The Highway Commission is faced with an extremely difficult problem when claims are made against contractors for the State, and particularly when the claims are against subcontractors. It has been our experience that claims may be disputed either as to amount or validity, and in some instances fictional claims have been made while in other instances the particular claims may not be within the coverage provided by the bond. The Commission does not feel that it can or should sit as a court or arbitrator to determine which claims are justified and whether the amounts of individual claims are correct. If the Commission did so it would not only be exceeding its legal authority but would also so encumber its operations with such collateral work that either its highway construction program would be seriously hindered or a much larger administrative staff would be required to handle the correspondence, make investigations, and hold conferences and hearings with respect to contested claims. Even though the Commission is not obligated to act as a collector for the creditors of its contractors, the Commission does do all that time and available personnel will reasonably permit in attempting to secure payment of such claims from either the contractor or his surety. The Commission has, in the past, withheld final payment to the contractor in an effort to obtain the satisfaction of claims against the contractor. Final payment cannot be withheld for an unreasonably long period, however, since the Commission is primarily concerned with making payment promptly so that the contractor will be in a financial position to bid upon subsequent highway projects. When final payment is withheld in order to encourage satisfaction of claims and final payment is later made to either the contractor or its surety, our normal procedure is to notify claimants that final payment is being made so that the claimants may pursue their remedies at law. This procedure is not, of course, followed with respect to claims which have been filed subsequent to the time action has been taken to make final payment.

I have devoted considerable study to the voluminous files concerning this contract and the many claims made against Allen F. Packett, subcontractor, and have failed to find any indication that the Highway Commission failed to do what it should have done or did something it should not have done. The majority of the claimants have actively pressed their claims against the subcontractor and the surety for both the subcontractor and the prime contractor. Mr. English's claim has not, however, been actively pressed and I do not feel that a claimant should be permitted to rest upon his rights and rely upon a State agency to perform a collection service for him. The remedy of claimants is spelled out clearly in the statutes and no misunderstanding should arise.

I will be most happy to discuss this matter with you if you have any further questions or suggestions. I appreciate your interest in the matter and sincerely hope that you will be convinced, as I am, that the Commission has acted properly throughout this rather involved and unpleasant affair.

With best personal regards and hoping to see you soon in Salem, I am

Very truly yours,

C. A. [illegible]
Chief Counsel

By
ROBERT I. [illegible], Jr.
Assistant Counsel

RIM:amo
Enc.

cc - Mr. H. P. Glaisyer
Mr. R. H. Baldock

FORM E-20X 57½ 8-54 78730

FI-145 (5)

JULY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 14, 1954

SUBJECT:

To: Mr. John H. Walker
Resident Engineer
State Highway Dept.
Pendleton, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I quote in part from a letter written by W. C. Williams in connection with an inspection made of Eastern Oregon roads during the week of June 1 and referring specifically to the Arlington-Willow Creek project: "This job was completed in a most excellent manner and is one of the best paving jobs that we have obtained in Oregon. Both the riding surface and the texture of the surface are almost perfect, and I believe this is one job we can well be proud of." I would like to add an "Amen" to Mr. Williams remarks.

Very truly yours,

H. G. Smith
Construction Engineer

By
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
A. F. Parson

R FILING

REFERRED

[illegible]

F. QUERY

Salem, Oregon
February 23, 1954

Mr. C. W. Enfield
Chief Counsel

Dear Mr. Enfield:

You have my file on the Berke Brothers Contract No. 3448 for construction of the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

The attached copy of a letter concerning the claim filed against Allen Sackett, sub contractor on this job, is for your information in reviewing the claims that you have filed against Mr. Sackett.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Att.

NOTED ON CARD

ALDEN E. MILLER
LAWYER
U. S. NATIONAL BANK BLDG.
704 MAIN STREET
OREGON CITY, OREGON
TELEPHONE 3372

February 18, 1954

H. B. Glaisyer
Secretary
State Highway Department
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Please be advised that the Great American Indemnity Company through W. H. Garnder, their lawyer, have advised me that they will pay nothing on the D. W. Voreis claim against Allen Sackett, saying generally that they can pay only claims for which Berke Bros. are legally liable.

Yours very truly,

Alden E. Miller

ALDEN E. MILLER

AEM:wm
copy to Great American Indemnity Company
Failing Building
618 S. W. 5th Street
Portland, Oregon

RECEIVED
FEB 19 1954
OREGON
STATE HIGHWAY COMMISSION

LETTER TO Engineer
DATE 2/23

RECEIVED
MAR 21 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 4, 1957
Salem, Oregon

H. B. GLAISYER

SUBJECT: Contract No. 3448
Berke Brothers, Prime Contractor
Allen Sackett, Subcontractor, and
all State contracts in general.

To:

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Mr. Glaisyer:

With respect to the various claims of persons or parties supplying labor or materials to the subcontractor on the aforementioned contract, the general statutes on public contracts and purchasing; bonds; action on bond, ORS 279.510 to 279.534, provide in substance that a supplier of labor or material must file a formal claim with the Secretary of State within six months of the acceptance of the contract to avail himself of a right to bring an action against the contractor and his surety within two years of the date of the supplying of any labor or materials. We have not researched this question to determine whether or not the two year period commences with the actual date of supplying of material or does not commence to run until the secession of supplying of labor or materials on the particular contract involved, but it is the writer's interpretation and opinion of the statute based upon the statutes with respect to the normal liens of labor and material man that the statute of limitations will commence to run at the time of completion of supplying of labor or material. The above cited statutes of ORS establish as a condition precedent to the commencement of an action by suppliers of labor and material, the formal filing of a claim with the Secretary of state's office within six months of the completion of the contract with an acceptance of the work by the affirmative action of the State. The requirement that a formal claim be filed with the Secretary of State in no way prevents the running of the two year period of limitation of the action against the surety company. Therefore, the supplier of labor or material must both file his claim with the Secretary of State and institute his action against the contractor and surety within two years after supplying labor or materials, but in no event can the formal claim be validly filed with the Secretary of State after the six months period following the completion and formal acceptance of the work.

If it is deemed desirable to reply to the inquiries of the various claimants supplying labor or materials to the subcontractor, Sackett, with respect to their claims against Sackett, his bonding company, and Berke Brothers and their bonding company, it is suggested that the provisions of ORS 279.510 to 279.534 be called to their attention so that they may familiarize themselves therewith, and it may be well to set forth the fact that the statute of limitations on contracts expressed or implied is six years, except an express con-

tract under seal, for which the statute of limitations is ten years. It might be well to also point out that the legislature apparently has enacted the provisions of 279.510 to 279.534 to extend to suppliers of labor and material on public contracts a much longer period within which to perfect their claim against the contractor than is normally available to laborers and material men on the usual contracts with others than the State, and by so doing it is necessary to strictly comply with the statutory requirements to avail themselves of the added protection of the contractors' bond.

From a cursory review of the claims filed with respect to the above captioned contract it is my opinion that the statute of limitations has run, thereby cutting off the surety company's liability on their bonds and the only apparent remedy now available to the claimants is by an action directly against the subcontractor and possibly an action against the prime contractor on the theory of a third party beneficiary contract.

ORS 366.400, subsection 2, paragraph 3, is to the effect that the bond on state highway contracts may provide such other conditions or provisions as the Commission may provide. It is the writer's opinion that this objectionable feature of the statutory bond or contracts may well be overcome by proper action of the Commission requiring that the contract and the bond have a condition or provision to the effect that an action will lie against the contractor and his surety within the time limit established by the Commission.

The only positive solution to this problem, in the writer's opinion, is to attempt to have the next legislature amend ORS 279.512, the statute of limitations, to read that the action may be instituted within two years after the affirmative acceptance of the contract. This would, in effect, give all contractors two years for the completion and acceptance of the contract within which to institute their action against the contractor and his surety. As it is now, it is possible for a supplier to labor and material to supply labor and material for the performance of a contract and have the statute of limitations run even before the contract is completed and formally accepted.

If it is deemed advisable to seek remedial legislation, please advise this office and we shall make the proper notation in our proposed legislation file so that proper legislation may be drafted prior to the meeting of the next legislature.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Earl M. Preston

EARL M. PRESTON
Assistant Attorney

EMP:jfw

CLAIMS FILED AGAINST CONTRACT NO. 3448

Allen E. Sackett			Sec.of State			Berke Bros.
5-28-51	D. W. Voreis tractor rent,driver	$1,500.00	No			
10-17-51			yes	Westland Equipment Co. labor & materials		$ 718.37
9-12-51	Empire Machinery Co. labor & materials	5,424.22	yes			
9-19-51	K.C. Dack Constr. Co. equipment rental	135.00	no			
10-17-51	Columbia Equipment Co. materials	924.42	yes			
10-25-51	Hulden Motor Co. materials	1,255.81	yes			
10-25-51	Peter Kiewit Sons' Co. labor, rental	233.25	no			
2-18-52	H.W. English & Co. hauling, materials	2,092.09 8,364.95	yes			
1-7-52			yes	Allen E. Sackett equipment rental		56,884.38
4-22-52	Firestone Tire & Rubber Co. labor & material	1,149.95	yes			
7-12-52	P.L. Crooks & Co.,Inc. material	646.59 plus int.	no	- (6 mos.filing period expired)		
4-25-52			yes	J. N. Conley Equipment rental		418.50
8-5-52	D. W. Voreis labor & rental (filed affidavit of lien)	1,793.00	no		Total	58,021.25
	Total	22,019.28				

Voreis did not file with Sec.of State within 6 mos.

This contract was completed Sep. 30, 1951 and accepted Dec. 20, 1951. Final warrant was mailed March 5, 1952.

Prepared 3-22-54

CLAIMS FILED AGAINST CONTRACT NO. 3448

Allen E. Sackett			Sec.of State		Berke Bros.
5-28-51	D. W. Voreis tractor rent,driver	$1,500.00	No		
10-17-51			yes	Westland Equipment Co. labor & materials	$ 718.37
9-12-51	Empire Machinery Co. labor & materials	5,424.22	yes		
9-19-51	K.C. Dack Constr. Co. equipment rental	135.00	no		
10-17-51	Columbia Equipment Co. materials	924.42	yes		
10-25-51	Hulden Motor Co. materials	1,255.81	yes		
10-25-51	Peter Kiewit Sons' Co. labor, rental	233.25	no		
2-18-52	H.W. English & Co. hauling, materials	2,092.09	yes		
		8,384.95			
1-7-52			yes	Allen E. Sackett equipment rental	56,884.38
4-22-52	Firestone Tire & Rubber Co. labor & material	1,149.95	yes		
7-12-52	P.L. Crooks & Co.,Inc. material	646.59 plus int.	no -	(6 mos.filing period expired)	
4-25-52			yes	J. N. Conley Equipment rental	418.50
8-5-52	D. W. Voreis labor & rental (filed affidavit of lien)	1,793.00	no	Total	58,021.25
	Total	22,019.28			

Voreis did not file with Sec.of State within 6 mos.

This contract was completed Sep. 30, 1951 and accepted Dec. 20, 1951. Final warrant was mailed March 5, 1952.

Prepared 3-22-54

CLAIMS FILED AGAINST CONTRACT NO. 3448

Allen E. Sackett			Sec.of State			Berke Bros.	
5-28-51	D. W. Voreis tractor rent,driver	$1,500.00	No				
10-17-51			yes	Westland Equipment Co. labor & materials		$	718.37
9-12-51	Empire Machinery Co. labor & materials	5,424.22	yes				
9-19-51	K.C. Dock Constr. Co. equipment rental	135.00	no				
10-17-51	Columbia Equipment Co. materials	924.42	yes				
10-25-51	Hulden Motor Co. materials	1,255.81	yes				
10-25-51	Peter Kiewit Sons' Co. labor, rental	233.25	no				
2-18-52	H.W. English & Co. hauling, materials	2,092.09	yes				
1-7-52		8,384.95	yes	Allen E. Sackett equipment rental			56,884.38
4-22-52	Firestone Tire & Rubber Co. labor & material	1,149.95	yes				
7-12-52	P.L. Crooks & Co.,Inc. material	646.59 plus int.	no	-	(6 mos.filing period expired)		
4-25-52			yes	J. H. Conley Equipment rental			418.50
8-5-52	D. W. Voreis labor & rental (filed affidavit of lien)	1,793.00	no		Total		58,021.25
		Total 22,019.28					

Voreis did not file with Sec.of State within 6 mos.

This contract was completed Sep. 30, 1951 and accepted Dec. 20, 1951. Final warrant was mailed March 5, 1952.

Prepared 3-22-54

CLAIMS FILED AGAINST CONTRACT NO. 3448

Allen E. Sackett			Sec.of State		Derke Bros.	
5-28-51	D. W. Voreis tractor rent,driver	$1,500.00	No			
10-17-51			yes	Westland Equipment Co. labor & materials	$	718.37
9-12-51	Empire Machinery Co. labor & materials	5,424.22	yes			
9-19-51	K.C. Dock Constr. Co. equipment rental	135.00	no			
10-17-51	Columbia Equipment Co. materials	924.42	yes			
10-25-51	Hulden Motor Co. materials	1,255.81	yes			
10-25-51	Peter Kiewit Sons' Co. labor, rental	233.25	no			
2-18-52	H.W. English & Co. hauling, materials	2,092.09	yes			
1-7-52		8,384.95	yes	Allen E. Sackett equipment rental		56,884.38
4-22-52	Firestone Tire & Rubber Co. labor & material	1,149.95	yes			
7-12-52	P.L. Crooks & Co.,Inc. material	646.59 plus int.	no	- (6 mos.filing period expired)		
4-25-52			yes	J. N. Conley Equipment rental		418.50
8-5-52	D. W. Voreis labor & rental (filed affidavit of lien)	1,793.00	no	Total		58,021.25
	Total	22,019.28				

Voreis did not file with Sec.of State within 6 mos.

This contract was completed Sep. 30, 1951 and accepted Dec. 20, 1951. Final warrant was mailed March 5, 1952.

Prepared 3-22-54

CLAIMS FILED AGAINST CONTRACT NO. 3448

Allen E. Sackett			Sec.of State			Berke Bros.
5-28-51	D. W. Voreis tractor rent,driver	$1,500.00	No			
10-17-51			yes	Westland Equipment Co. labor & materials		$ 718.37
9-12-51	Empire Machinery Co. labor & materials	5,424.22	yes			
9-19-51	K.C. Dack Constr. Co. equipment rental	135.00	no			
10-17-51	Columbia Equipment Co. materials	924.42	yes			
10-25-51	Hulden Motor Co. materials	1,255.81	yes			
10-25-51	Peter Kiewit Sons' Co. labor, rental	233.25	no			
2-18-52	H.W. English & Co. hauling, materials	2,092.09 8,384.95	yes			
1-7-52			yes	Allen E. Sackett equipment rental		56,884.38
4-22-52	Firestone Tire & Rubber Co. labor & material	1,149.95	yes			
7-12-52	P.L. Crooks & Co.,Inc. material	646.59 plus int.	no -	(6 mos.filing period expired)		
4-25-52			yes	J. N. Conley equipment rental		418.50
8-5-52	D. W. Voreis labor & rental (filed affidavit of lien)	1,793.00	no		Total	58,021.25
	Total	22,019.28				

Voreis did not file with Sec.of State within 6 mos.

This contract was completed Sep. 30, 1951 and accepted Dec. 20, 1951. Final warrant was mailed March 5, 1952.

Prepared 3-22-54

HIGHWAY
FOR FILING

F1-145(5)
JOHN F. CUSHMAN
1447

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

January 21, 1954

Mr. H. B. Glaisyer
Secretary
State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of January 19, 1954, concerning Allen Sackett, working under contract No. 3448.

We, of course, are very interested in obtaining any payment we can for our clients and shall contact the bonding company as you suggest.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN

JFC:nh

NOTED
H. B. GLAISYER

RECEIVED
JAN 2 1954
STATE HIGHWAY COMMISSION

January 20, 1954

Great American Indemnity Company
Failing Building
618 S.W. 5th Street
Portland, Oregon.

Attention: Fred C. Reed

Dear Sir:

After much correspondence and many conferences, the claim of D.W. Voreis for $1564.00 for tractor rental furnished to Allen E. Sackett, sub-contractor, under Berke Bros., on the Willow Creek-Boardman Section of the Columbia River Highway project in Morrow and Gilliam Counties under State Highway contract #3448, upon which you were primary bondsmen, remains unpaid.

Mr. Voreis did not file his claim with the Secretary of State within 6 months from December 20, 1951, the date the contract was accepted by the State Highway Commission, but on May 28, 1951 - well within the 6 months period - Mr. Voreis wrote Mr. Glaisyer, Secretary of the State Highway Commission as follows:

Gladstone, Ore.
May 28, 1951

Att. Mr. Glayser

Dear Sir:

I rented a D.7. Caterpillar tractor to Allan Sackett, a contractor of Hood River, Ore. on the Hepper Junction to Boardman Road Job. This machine with Driver Earned $2700 Dollars of which there is approximately $1500 yet due.

The machine was taken off April 1st of this year about 60 Days back. I have never been able to contact Mr. Sackett to secure settlement. The machine wet to work Feb. 15 and was taken off April 1st.

I don't know if he is bonded on this job or not. If he is I would appreciate the name of the bonding company. Berke Bros have the East end of the job and probably bonded all of the jobs anyhow I would like to be paid for work performed.

I hesitate to write you about this being too Familiar with such things, but feel that is my only chance of getting paid.

In the event Mr. Sackett contacts me and makes payment I will notify you immediately.

Yours sincerely

/s/ D.W. Voreis

Mr. Glaisyer advises me that on May 29, 1951 he notified you of Mr. Voreis' claim and sent a copy of the above letter to Berke Bros., and Allen E. Sackett.

I am further informed by Mr. Glaisyer that on or about February 7, 1952 you advised him that the claims filed against Mr. Sackett, sub-contractor, had all been filed with your office and that Berke Bros., had a bond with you covering the total amount of Mr. Sackett's sub-contract and that all claims, if properly chargeable against this contract, would be covered by said bond. There is no question that Mr. Voreis' claim for tractor rental for which Berke Bros., received the benefit, was properly chargeable against this claim.

On behalf of Mr. Voreis, therefore, I ask that some satisfactory settlement of this claim be made at once.

I am sending a copy of this letter to Mr. Glaisyer.

Yours very truly,

ALDEN E. MILLER

AEM/gkw

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JAN 21 1954
STATE HIGHWAY COMMISSION

RECEIVED
JAN 20 1954
FOR FILING

FI-HC(.)
3 4 6

January 19, 1954

Mr. John F. Cushman
Attorney At Law
Hall Building
Hood River, Oregon

Dear Mr. Cushman:

In your letter of January 15, 1954, you inquire if there are any recent developments with reference to claims against Allen Sackett, subcontractor for Berke Brothers in connection with state highway contract No. 3 8. My reply is in the negative, but we are still working on the case.

In the second paragrpph of your letter, you ask if we have any information whether or not Mr. Sackett has received any recent payment as subcontractor on that job. I am informed that he brought suit against Berke Brothers for compensation and that the suit was decided against him, although he was allowed a certain amount. I have no way of knowing whether or not that is correct, but I would suggest that you direct an inquiry to the Wells-Reed Insurance Agency who represent the Great American Indemnity Company which wrote the bond for Berke Brothers in connection with this job. Their address is 412 Failing Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

January 15, 1954

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

In response to an inquiry from you, our office, on December 10, 1953, advised that we were handling two claims against Allen Sackett, a subcontractor on the Willow Creek-Boardman Section of the Columbia River Highway, under contract No. 3448. These claims are handled in behalf of P. L. Crooks and Company, Inc., and Peter Keiwit & Sons Company. Neither claim has been satisfied to date.

We wonder if there are any developments in this matter which you inquired about, and if you may have any information as to whether or not Mr. Sackett has received any recent payment as subcontractor on that job. Your advice will be appreciated.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN

JFC:nh

ANSWERED
1-3 GLAISYER

RECEIVED
FOR FILING

ENGLISH & CO.

1516 TAYLOR STREET

Du Pont Explosives
3447

DUPONT
REG. U.S. PAT. OFF.

All Blasting Accessories

TELEPHONE 5693

HOOD RIVER, OREGON

Jan. 15, 1954

State Highway Commission
Salem, Oregon

Attention Mr H. B. Glasier

Re. Boardman - Heppner Junction Section
U. S. Highway #30
Berke Bros. - Sackett work

Dear Sir:

We furnished explosive supplies and heavy hauling equipment for the value exceeding $10,000.00 on the above job.

We understand this job was completed in 1951 but to date, in spite of our best efforts, we have been unable to collect any of this account.

This claim was filed with the Sec'y of State, we notified the Bonding Co. and the Prime Contractor (Berke Bros.)

In the past year we have been informed by the Du Pont Co's Seattle office that it is not necessary to seek legal aid to collect for materials consumed on an Oregon State Highway project. We have also had the same advice from a local attorney and interperated the same idea from a letter we received from the Sec'y of State some time ago.

In notifying your office of this account, we hope to get the attention needed for a settlement. Any advice or action you can give us in regard to this matter will be greatly appreciated.

Thanking you, in advance, for your time and effort, we remain,

Very truly yours,

W. V. English

ENGLISH & COMPANY

DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
WILLIAM E. NEWCOMB,
VICE-PRESIDENT

E 4486

J. M. RIEG
SPECIAL AGENT

Great American Indemnity Company New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
SECRETARY

W. H. GARDNER
CLAIM SUPERINTENDENT

January 14, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Our Bond No. 495722
Berke Bros. (Allen Sackett)
State Highway Contract No. 3448

Dear Mr. Glaisyer:

A copy of your letter of December 15th, 1953, addressed to the New York office of the Great American Indemnity Company, and to the attention of Mr. Fred C. Reed, our General Agent here in Oregon, has been referred to me.

The list which you have submitted with your letter is apparently not entirely correct, because we have definite knowledge of the payment of the Union Oil Co. in October, 1952.

It is my understanding and impression that it will not be necessary for the Great American Indemnity Company to do anything about any of the claims presented, because Berke Bros. are perfectly solvent, and any demands for payment based on accounts which they legally owe will meet with their response, I am sure.

I note your inquiry about the outcome of the litigation between Mr. Sackett and Berke Bros., and I am happy to inform you that Berke Bros. prevailed in this matter, and I am informed that Allen Sackett's bondsmen, the United Pacific Insurance Company, has agreed to assume any obligations for which Berke Bros. are legally responsible in connection with Mr. Sackett's highway contract.

Yours very truly,

W. H. Gardner

W. H. Gardner, Superintendent
Oregon Claim Department

WHG/lb

L.B.

AT4485
7306

COLUMBIA EQUIPMENT COMPANY

SALEM, 410 Capitol Blvd. TELEPHONE EAST 7146 SPOKANE, 5020 Park Ave.

1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

J. I. Case Co.
Attachments
Tractors & Engines

C. H. & E. Mfg. Co.
Pumps, Rollers
Saws

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Parsons Co.
Ditchers

Sargent Eng. Inc.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey
Gradall

Waltz
Rubber Tired Rollers

3742

January 12, 1954 WRITTEN FROM Portland, Oregon

File: Allen T. Sackett
Collection

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Gleisner, Secretary

Dear Mr. Gleisner:

We want to thank you for your letter of January 6th regarding our claim against Mr. Sackett, subcontractor on State Highway Contract No. 3742, known as the Willow Creek-Boardman section of the Columbia River Highway in Morrow and Gilliam Counties, on which the prime contractor was Clarke Brothers.

Using the information and advice of your letter, we contacted Mr. [illegible] head of the Glens Falls Insurance Company, 412 Failing Building, Portland, Oregon. After considerable discussion with them and with representatives of United Pacific Indemnity Company, which was Sackett's bondsman, we seem to get a pretty thorough and complete answer as to why our claim is not being recognized. Incidentally, our company attorney confirms the opinions to be expressed below.

It seems, Mr. Gleisner, that in law the State of Oregon granted the statutes in such a manner that sending copies [illegible] responsibility beyond two years from the date materials were supplied on the job. This is irrespective of the fact that we or any other distributor would file within the six months period after completion of a job to protect our interests. Apparently, under the present statutes, in addition to filing with the Secretary of State as we did, we should have also filed suit and begun proceedings against the bonding company or companies involved within two years of the time our materials and labor were supplied.

As after [illegible], the prime contractor on this job, that is Clarke Brothers, [illegible] actually, completed [illegible] years. We have had, through this

...thing dealing, no desire to inconvenience them. The ...ation has been expressed by individuals involved in the multi-... deal that the stalling tactics employed ... Allen Bennett's bonding company and its lawyers were deliberate ones that, by thus doing so, they hoped to stall those beyond the two-year limitation. If ... is true, it is hardly the type of attitude which ... conducive to good business, either by contractors, ...ntractors, or those on the State of Oregon..

For the above, I shall appreciate your office or the ...ney's office referring me to and supplying us with copies of the original ... and the ...endments, ...hich, in this case, have numbers in this disagreement. ...though it is probably improper for us to bring it to your attention, we might note that, on a long term job of considerable size, as that, for ...stance, extending through three working seasons, ...ently, even this ... period, it would be ...ible for a supplier delivering materials at the ...beginning of the job to have to file suit, if the ...claim were ...matured, even before the end of the job. We honestly believe ... set of circumstances was not intended by the ...t..

As stated above, we do not desire to enter into any ...difficulties with ... brother, the prime contractors. Therefore, it seems, in this particular set of circum-...stances, we are going to have to accept the lots of our ...tion. Rumors that we have heard in this area indicate that there are many other suppliers of materials to Allen ... ...ght ... ... consideration by Lockett. ... ... of this two-year limiting feature; ..., the ..., may ... also ... to ... their ...

We will appreciate any comments that you would care to ..., and be certainly want to thank you for your ...ression so far.

Very truly yours,

...GON ...HWAY COMMISSION

...

...

...

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2 / / C

January 6, 1954

Columbia Equipment Company
1240 S. E. Twelfth Avenue
Portland 14, Oregon

Attention: Mr. F. L. Jerome, Jr.
Executive Assistant

Gentlemen:

Reply is made to your letter of January 5, 1954 in which you state your desire to be informed of the reason that prompted my inquiry of December 8, 1953 concerning your claim against Allen E. Sackett, subcontractor on State Highway Contract No. 3448. You also inquire as to what disposition and action has been taken on this contract in view of your unsatisfied claim.

I do not mind giving you this information. My previous letter was prompted by rumors received in this office to the effect that claims outstanding against this job were being satisfied. It is simply a routine check to determine the accuracy of the rumors. It developed in this instance that the rumors are not founded on fact.

As to your inquiry concerning the disposition and action that may have been taken on this contract in view of your unsatisfied claim, I can say that no disposition has been made and no particular action has been taken. The job was completed by the contractor on September 30, 1951 and was formally accepted by the State Highway Commission on December 20, 1951.

The Great American Indemnity Company wrote the performance bond for Berke Brothers, the prime contractor, in connection with this job which is described as the grading and topping of the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties. This bond is offered to you as protection for your claim. Wells-Reed Insurance, 412 Failing Building, are the local agents for the surety. If you filed your claim with the Secretary of State before the lapse of six months following the date the project was accepted by the Highway Commission, you still have recourse to legal action against this bond; otherwise, as I understand it, your action must be against Berke Brothers, the prime contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

COLUMBIA EQUIPMENT COMPANY
TELEPHONE EAST 7148 SEATTLE, 2030 First Ave. So.
1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

J. I. Case Co.
Attachments
Tractors & Engines

C. H. & E. Mfg. Co.
Pumps, Rollers
Saws

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Parsons Co.
Ditchers

Sargent Eng. Inc.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey
Gradall

Walen
Rubber Tired Rollers

January 5, 1954 WRITTEN FROM Portland, Oregon

File: Allen E. Sackett
Collection

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

On December 8th you addressed a letter to us questioning whether our claim filed against Allen E. Sackett, sub-contractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway in amount of $924.42, had ever been satisfied. On December 9th we advised you that this claim had not been satisfied. To date, we have heard nothing further from you regarding this account. We would appreciate your advising us not only the reasons for your inquiry of December 8th but also what disposition and action has been taken on this contract in view of our unsatisfied claim. Your cooperation will be appreciated.

Very truly yours,

COLUMBIA EQUIPMENT COMPANY

F. J. Jerome

F. J. Jerome, Jr.
Executive Assistant

FLJ,Jr:jq
cc: McBath
Jerome, Sr.

ANSWERED
H. B. GLAISYER

Lewis

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2 1/2 5

December 24, 1953

Mr. Myron E. Smith
520 Union Oil Building
617 West 7th Street
Los Angeles 17, California

Dear Mr. Smith:

Thank you very much for your letter of December 21 advising that the claim of Union Oil Company against Berke Brothers on State Highway Contract No. 3448 has been paid in full.

We will advise the contractor and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12-24-53 JC

MYRON E. SMITH
DICKINSON THATCHER

LAW OFFICES
MYRON E. SMITH
520 UNION OIL BUILDING
617 WEST 7TH STREET
LOS ANGELES 17, CALIFORNIA

MADISON 9-3261

December 21, 1953

Oregon State Highway Department
Salem
Oregon

RE: STATE OF OREGON, for the use and benefit of UNION OIL COMPANY OF CALIFORNIA, a corporation,

vs.

O. E. BERKE, P. R. BERKE and W. A. BERKE, doing business as BERKE BROS., and GREAT AMERICAN INDEMNITY COMPANY, a corporation.
(Allen E. Sackett)

Gentlemen:

In your letter of December 8th, you inquired whether the claim filed by Union Oil Company of California against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $11,759.04 is still owing.

On October 27, 1952, this claim was paid in full by check No. 5348 of Berke Bros., dated October 23, 1952 drawn on the East Portland Branch of the First National Bank, in favor of Union Oil Company of California in the total sum of $13,104.97, covering principal, interest, costs, etc. A satisfaction of judgment was prepared and executed and delivered immediately, and we were under the impression that this had been communicated to you through the attorneys representing the contractors.

We are very sorry that this information did not reach you and will appreciate it very much if you will make the necessary notations in your records to show that this claim has been paid in full.

Please prepare satisfaction & send on card. Return this letter to me please.

Thank you for all your cooperation.

Yours very truly,

Myron E. Smith.

MES:j

RECEIVED
FOR FILING

Lewis

FI-145(A)

3448

December 24, 1953

Wells-Reed Insurance
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

A letter has been received from Myron E. Smith, representing the Union Oil Company, stating that the Union Oil Company claim against Berke Brothers on Contract No. 3448 for construction on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam County has been paid in full.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

NOTED ON CARD
12-24-53

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OCT 21 1957
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3448

R. W. Voreis	$ 1,793.00	
Westland Equipment Co.	718.37	
Empire Machinery Co.	1,698.95	
K. C. Dack Construction Co.	135.00	
Columbia Equipment Co.	924.42	
Hulden Motor Co.	1,255.81	+court costs, etc.
Peter Kiewit Sons Co.	233.25	- $503.25
~~Union Oil Co.~~	~~11,758.94~~	Paid
H. W. English	2,092.09	
English & Co.	8,364.95	
Fireston Tire & Rubber Co.	1,149.95	
J. N. Conley	418.50	
F. L. Crooks & Co.	646.59	+ court costs, etc.

• Kill Valve	—	~~1,[illegible]~~ - 1793.00	
• Welded Equip Co	—	715.37	×
• Equipment	—	~~5,404.22~~ - 1,690.95	
• K[illegible] Co	—	135.00	×
• Co[illegible]	—	924.42	
• Hudson Wtr 30	—	~~1,[illegible]~~	
• Pat. Kiln + Dryer Co	—	233.25 - 503.25	
• [illegible]		[illegible] Paid	
• [illegible]	—	~~4,757.04~~ paid	
• [illegible]	—	2,097.09	
• [illegible]	—	8,[illegible]4.95	
• [illegible] Tire [illegible]	—	1,[illegible]7.75	
• [illegible]	—	714.50	×
• [illegible]	—	1[illegible]2.37 - [illegible]	

RECEIVED
OCT 21 1957
FOR FILING

December 15, 1953

Great American Indemnity Company
Wells-Reed Insurance, Agent
1 Liberty Street
New York 5, N. Y.

Attention: Mr. Fred C. Reed

Gentlemen:

I attach hereto for your information a list of unpaid claims on file in the office of the State Highway Commission against the contract awarded to Berke Brothers for construction of the Willow Creek - Boardman Section of the Columbia River Highway, State Highway contract No. 3448. These claims, it appears, are against Allen E. Sackett, subcontractor under Berke Brothers.

I sent a letter to each claimant sometime ago requesting information whether or not his claim has been satisfied, and with the exception of the State Industrial Accident Commission, none of them have been paid. Two of the claims, viz., that of the Hulden Motor Company in amount $1,255.81 and that of P. L. Crooks & Co. in amount of $646.59 have been reduced to judgment, so there now is due on these accounts an additional sum to pay court costs and attorneys fees, etc. The claim of Empire Machinery Company was reduced from $5,424.22 to $1,698.95. As stated, the claim of the State Industrial Accident Commission in the amount of $1,772.72 has been paid.

Will you please advise what the Great American Indemnity Company intends to do about satisfying these claims? Also please advise the outcome of Mr. Sackett's action against Berke Brothers.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
Enclosure

NOTED ON CARD

RECEIVED
OCT 31 1957
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K. C. DACK CONSTRUCTION CO.

P. O. Box 0134

Milton-Freewater, Oregon

December 14, 1953

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sir:

In regards to your letter of December 8, 1953, we have never received payment on our claim against Allen E. Sackett on Contract No. 3448 (Willow-Creek-Boardman Section of the Columbia Rivery Highway.)

Very truly yours

K. C. DACK CONSTRUCTION CO.

By K C Dack

KCD/fl

Mrs. Lewis, note on card

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OCT 21 1957
FOR FILING

GENERAL OFFICES
LOS ANGELES 54, CALIFORNIA

PORTLAND DISTRICT
225 S. E. MAIN ST.

THE Firestone
Tire & Rubber Company

HARVEY S. FIRESTONE
FOUNDER

PORTLAND 14, OREGON
Dec. 14, 1953

Oregon State Highway Department
Salem,
Oregon

Attn: H. B. Glaisyer

Dear Sirs:

We wish to reply to your letter of December 8, regarding our claim against Allen Sackett, on contract #3448 covering the Willow Creek-Boardman section of the Columbia River Highway in the amount of $1149.95.

We wish to advise that we have not received payment for the above mentioned amount, nor has our claim been satisfied in any way.

Very truly yours,
THE FIRESTONE TIRE & RUBBER COMPANY

S. Tonneson
District Credit Manager

ST/nc

Listen to the Voice of Firestone every Monday Evening over N.B.C.

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OCT 21 1957
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JOHN BAKER
VAWTER PARKER

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

TELEPHONE
4404

2493

December 11, 1953

Oregon State Highway Commission
Salem, Oregon

Re: State ex rel., English vs. Sackett.

Attention H. B. Glaisyer
Secretary

Gentlemen:

In reply to your letter of December 8, 1953, we wish to advise that we filed two claims, one for H.W.English and Alyce E. English, doing business as English & Company, against Sackett for the sum of $8,364.95, and the other for H.W.English against Sackett and Berke Bros. and their bondsman for $2,092.09. The former case also was against Berke Bros. and their bondsman.

Neither of these accounts have been paid.

Sincerely yours,

Vawter Parker

VP/db

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OCT 31 1957
FOR F

EMPIRE MACHINERY CO.
CATERPILLAR — ATHEY — TRACKSON — HYSTER — JOHN DEERE
PENDLETON, OREGON — ARLINGTON, OREGON — HEPPNER, OREGON — ATHENA, OREGON

Pendleton, Oregon

December 11, 1953

Oregon State Highway Department
Salem
Oregon

Gentlemen:

In reference to the claim filed against Mr. Allen E. Sackett, sub-contractor on contract No. 3448, covering the Willow Creek-Boardman section of the Columbia River Highway in the amount of $5,424.22, Mr. Sackett still owes a balance on this account of $1,698.95 and this claim has not been satisfied by Mr. Sackett.

If we can be of any further assistance to you, please feel free to call upon us.

Very truly yours,

EMPIRE MACHINERY CO.

M. Keown, Jr.
Credit Manager

MK:bw

RECEIVED
OCT 21 1957
FOR FILING

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

December 10, 1953.

SPECIAL DELIVERY

3448

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

In response to your letter of December 8, 1953, I wish to advise that our clients, the P. L. Crooks & Company, Inc. do have a claim against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway. The original amount of this claim was $646.59, and this claim has been reduced to judgment so that there is now an additional amount due from Mr. Sackett.

No part of this claim has been paid, and we have been most anxious to locate any assets of Mr. Sackett so that the claim can be paid. I trust that you can advise us if there is any possibility of levying execution of any funds which may be due Mr. Sackett.

In addition to the above claim against Mr. Sackett, we were forwarded the claim of Peter Kiewit & Sons Company, which is in the amount of $503.25 for services rendered to Mr. Sackett upon the same subcontracting job. Mr. Sackett advised this client by letter, dated January 27, 1952, that he expected to pay this account when he was paid by the Berke Bros. Construction Company when the work done on the Willow Creek-Boardman Highway was completed.

On November 1, 1951, Mr. Floyd Query, the Accounting Secretary, advised this client of the necessary steps to be taken for filing a lien but that apparently the Peter Kiewit & Sons Company did not file a lien. If you have any questions concerning this Peter Kiewit claim against Mr. Sackett, please advise us.

Thank you for your cooperation.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN

JFC:nh

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OCT 21 1957
FOR FILING

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Collections Division

December 10, 1953

Re: Firm No. 130108
Allen E. Sackett

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In answer to your letter dated December 8, 1953, on December 3, 1953 we received payment in the amount of $1,772.73 which pays our claim which was filed against Allen E. Sackett, subcontractor on contract number 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway.

Very truly yours,

COLLECTIONS DIVISION

H. E. Osborn
Assistant Commissioner

BR:jh

RECEIVED
DEC 1957

PETER KIEWIT SONS' CO.
CONTRACTORS

ESTABLISHED 1884

HOME OFFICE-OMAHA, NEBRASKA

P.O.Box 491

LONGVIEW, WASHINGTON

Dec. 9, 1953

Oregon State Highway Department
State Building
Salem, Oregon

Attention: Mr. H. M. Glaisyer, Secretary

Gentlemen:

In reply to your letter of December 8, 1953, we wish to advise that our claim against Allen A. Sackett, subcontractor on contract No. 3443 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $233.25 has not been satisfied.

Yours very truly,

PETER KIEWIT SONS' CO.

By Ivan W. Bjornbach
Ivan W. Bjornbach

IWB:md

RECEIVED

RECEIVED
OCT 31 1957
FOR FILING

475 E Clarendon st
Gladstone, Oregon
December 9, 1953

Att. S c. Ore. State Highway
Commission.

Dear Sir:

I have not been paid, and would be very pleased to have any details concerning this matter.

Sincerely yours

D. W. Voreis

D. W. Voreis

In Reference to contract no. 3[illegible] covering the willow Creek Boardman Section, Columbia River Highway,
Sub Contractor Allen A. Hackett.

RECEIVED

-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Mr. D. W. Voreis
480 E. Dartmouth St.
Gladstone, Oregon

Dear Sir:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $1,500.00.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COLUMBIA EQUIPMENT COMPANY

410 Capitol Blvd. TELEPHONE EAST 7148 SEATTLE, 5030 First Ave. So.

1249 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

FOR FILES

December 9, 1953 WRITTEN FROM Portland, Oregon

File: Allen B. Sackett Collection

2498

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

In answer to your letter of December 8th regarding our filing of a claim against Allen B. Sackett, subcontractor on contract No. 3443 covering the Willow Creek-Lonerock Section of the Columbia River Highway, in the amount of $924.43, this will be to advise you that, as of this date, our claim has not been satisfied.

Very truly yours,

COLUMBIA EQUIPMENT COMPANY

F. L. Stone

F. L. Jerome, Jr.
Executive Assistant

FLJ,jr:jc
cc: Mr. Smith
Jerome, Jr.

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

J. I. Case Co.
Attachments
Tractors & Engines

C. H. & E. Mfg. Co.
Pumps, Rollers
Saws

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey
Grodall

Weico
Rubber Tired Rollers

PHONE: 175-W

RECEIVED
OCT 31 1957
FOR FILE

SYMBOL OF SERVICE

INTERNATIONAL HARVESTER

HULDEN MOTOR COMPANY

ARLINGTON, OREGON

INTERNATIONAL TRUCKS • TRACTORS • FARM MACHINERY

December 9, 1953

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We are today in receipt of your letter of the eighth instance in which you make inquiry as to whether Allen E. Sackett, subcontractor on contract No. 3448, has paid his account with us. At this writing Mr. Sackett has not paid any thing on this account.

Yours truly,
Hulden Motor Co.
E M Hulden
E. M. Hulden

EMH:vw

INTERNATIONAL

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

Dec. 11, 1953

State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Dear Mr. Glaisyer:

Your letter to the Hulden Motor Company of December 8, 1953, and Mr. Hulden's reply of December 9th have by the Hulden Motor Company been delivered to this office.

You are advised that there was such a refusal on the part of both the Great American Indemnity Company, Berke Brothers and Sackett to give this claim any attention, that the Hulden Motor Company were compelled to file an action against them on May 14, 1953, which is now pending in the Circuit Court of the State of Oregon, County of Multnomah, as No. 211,774.

Yours sincerely,

RRR/m

Robert R Rankin

RECEIVED
DEC 9 - 1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

F1-145(7)
3448

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Mr. John N. Mohr
Attorney at Law
Hall Bldg.
Hood River, Oregon

Attention: Mr. John F. Cushman

Dear Sir:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $646.59. This claim was filed on behalf of P. L. Crooks & Co.,Inc.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE
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PORTLAND
H. B. GLAISYER
SECRETARY

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SALEM

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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Mr. Norman B. Kobin
Attorney-at-Law
Portland Trust Bldg.
Portland, Oregon

Dear Sir:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $418.50. This claim was filed on behalf of J. N. Conley.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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PORTLAND
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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Firestone Tire & Rubber Co.
225 S. E. Main Street
Portland 14, Oregon

Attention: Mr. S. Tonneson
District Credit Manager

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $1,149.95.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Baker and Parker
Pythian Bldg..
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $10,457.04. This claim was filed on behalf of English & Co.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COMMISSIONERS

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COOS BAY

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LA GRANDE

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PORTLAND

H. B. GLAISYER
SECRETARY

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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Myron E. Smith, Attorney
520 Union Oil Bldg.
Los Angeles 17
California

Dear Sir:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $11,759.04. This claim was filed on behalf of the Union Oil Company of California.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COMMISSIONERS
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

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SALEM

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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: H. E. Osborn,
Assistant Commissioner

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $1,772.73.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REVISED 2-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

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STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Peter Kiewit Sons' Co.
Eighth & Douglas Streets
Longview, Wash.

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $233.25.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REVISED 2-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

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STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Hulden Motor Company
Arlington
Oregon

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $1,255.81.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REVISED 8-53

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Columbia Equipment Co.
1240 S. E. 12th Ave.
Portland 14, Oregon

Attention: F. L. Jerome
Executive Vice President

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $924.42.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

K. C. Dack Construction Co.
P. O. Box 0134
Milton-Freewater
Oregon

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $135.00.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Empire Machinery Company, Inc.
1849 S. W. Court Avenue
Pendleton, Oregon

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $5,424.22.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REVISED 8-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Westland Equipment Co.
660 North Tillamook St.
Portland 12, Oregon

Attention: P. W. Benson, Office Manager

Gentlemen:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $718.37.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

FORM REVISED 2-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer

W. C. WILLIAMS
1st Asst. State Hwy. Engr.

W. W. STIFFLER
2nd Asst. State Hwy. Engr.

C. W. ENFIELD
Chief Counsel

December 8, 1953

Mr. D. W. Voreis
480 E. Dartmouth St.
Gladstone, Oregon

Dear Sir:

The records of the State Highway Commission disclose a claim filed by you against Allen E. Sackett, subcontractor on contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $1,500.00.

Please advise as to whether or not this claim has been satisfied. We will appreciate a prompt reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 26 1953
FOR FILING

FI-145(5)
3448

May 25, 1953

Mr. C. F. Todd
414 Montello Street
Hood River, Oregon

Dear Sir:

We are returning to you under separate cover the Allen Sackett, General Contractors, payrolls on the Willow Creek-Boardman Project, State Contract No. 3448, Federal Aid No. FI-145 (5), which were requested in our letter of March 6th, 1953.

Thank you very much for the use of these records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

May 25, 1953

Berke Bros.
General Contractors
Reedsport, Oregon

Dear Sirs:

We are returning to you under separate cover the payrolls on the Willow Creek-Boardman Project, State Contract No. 3448, Federal Aid No. FI-145 (5), which were requested of you in our letter of March 6th, 1953.

Thank you very much for the use of these records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

No. 4237
By

ASSIGNMENT

Date: May 22, 1953

Description: Letter of May 20 by Mr. Polk returning contractors' payrolls submitted to him on April 27 (Berke Bros., Allen Sackett, and VaDare Construction Company) as they were not suitable for intended study, because occupational titles are not shown

Acknowledged by _____ Referred to Clymer

Investigate and report with recommendation
Investigation, such action as necessary, and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for Mr. Williams' signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 5-22-53 mc Report received _____

Remarks:

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 20, 1953

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Returned herewith are contractor's payrolls submitted to us on April 27, 1953 covering the following construction projects:

FI-145(5) Berke Bros., prime contractor
Allen E. Sackett, Subcontractor

S-46(1) VaDare Construction Company

The payrolls were sent in response to a request from Division of Construction Statistics, Department of Labor, for use in ascertaining the number of workers in various occupations required for the construction of selected highway projects. As the payrolls did not show occupational titles of employees, they were not suitable for the intended study. Nevertheless, we wish to thank you for your cooperation in assembling this material for us.

Very truly yours,

NOTED
W. C. WILLIAMS

C. G. Polk

C. G. POLK
District Engineer

Encls.

RECEIVED
STATE

RECEIVED
FOR FILING

3442

April 29, 1953

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Rankin:

Thank you for the affidavit of claim submitted concerning the claim of Hulden Motor Company against Allen E. Sackett, a subcontractor under Berke Brothers on State Highway Contract No. 3448.

I checked with our Chief Counsel today as to whether he had any knowledge of a decision rendered by any court concerning the meaning of "the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon". He did not know of any court decision as to whether the date for filing applies to the completion of the work or the acceptance of the contract by the State. Many claims have been filed in this office and with the Secretary of State prior to completion of the contract and prior to acceptance of the contract by the State.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

GEORGE E. BIRNIE

April 27, 1953

State Highway Department
Attention: Mr. H. G. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query,
Acting Secretary

Dear Mr. Query:

Pardon my delay in supplying you with this affidavit of claim, but my time was so occupied that I temporarily overlooked the same. Mr. Hulden lives in Arlington and I can procure his affidavit, but it seemed to me that this was ample for your purposes. If not, please advise.

I wonder if you have ever experienced a decision of any court defining what is meant by the statute, §98-101, where it speaks of filing a notice of claim before six months immediately following "the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon." Does it mean that before you can file a notice of claim, the State must have approved the work?

Thanking you for your accommodation and for any information on this point, I am

Yours sincerely,

Robert R Rankin

RRR/m
Enclosure

IN THE MATTER OF THE APPLICATION OF HULDEN MOTOR COMPANY, AN OREGON CORPORATION, FOR COPIES OF CONTRACTS BETWEEN THE OREGON STATE HIGHWAY COMMISSION AND BERKE BROTHERS AND BETWEEN BERKE BROTHERS AND ALLEN E. SACKETT.

STATE OF OREGON)
County of Multnomah) ss.

I, ROBERT R. RANKIN, being first duly sworn, depose and say that I am an attorney at law, duly licensed to practice before the courts of the State of Oregon and I am attorney for the Hulden Motor Company, an Oregon corporation.

That said Hulden Motor Company supplied services and material to Allen E. Sackett under a contract wherein Allen E. Sackett was subcontractor and Berke Brothers, a copartnership, was the general contractor who had a contract No. 3448 with the State Highway Commission.

That a certified copy of these contracts was necessary in order to render an opinion upon the liability of the parties to the Hulden Motor Company and to prepare an action thereon.

That I make such request of the State Highway Commission because of the sums of money due and unpaid by the general contractor, its surety and the subcontractor to the Hulden Motor Company.

Further deponent sayeth not.

Robert R. Rankin

Subscribed and sworn to before me this 27th day of April, 1953.

Zelda E. Miller
Notary Public for Oregon
My Commission expires June 6, 1953

RECEIVED
MAY 7 1953
FOR FILING

F1-14-7
2492

April 17, 1953

Mr. RobertR. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Rankin:

As requested in your letter of April 10 we are forwarding by separate mail a certified copy of Contract and Bond No. 3448, awarded to Berke Brothers for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

We have been advised by the Construction Engineer's Office that they do have a copy of the subcontract between Berke Brothers and Allen E. Sackett. If you wish further information on the subcontract, please contact Mr. H. G. Smith, Construction Engineer.

In connection with the copy of Contract No. 3448, we are required to secure an affidavit of claim for this copy. Would you kindly send us such affidavit at your earliest convenience.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

GEORGE E. BIRNIE

April 10, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Would you kindly provide me with a certified copy of the bond between the Great American Indemnity Company of New York and Berke Bros., as contractors? This is in connection with highway contract No. 3448.

I would also appreciate a certified copy of the contract between Berke Bros. and the Highway Department.

I would appreciate your advice as to whether you have the contract between Berke Bros. and A. E. Sackett.

Yours sincerely,

RRR/m

R. R. Rankin

RECEIVED
FOR FILING

DANIEL R ACKERMAN.
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

F1-14-(2)

J. M. RIEG
SPECIAL AGENT

2785

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W HILLBACK.
VICE-PRESIDENT
GEORGE E. KELLY
SECRETARY
ROBERT A. MATTHEW.
ASSISTANT MANAGER

W. H. GARDNER
CLAIM SUPERINTENDENT

March 27th, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Please accept my apology for this tardy acknowledgement of your letter of March 19, 1953 wherein you advised us that an affidavit of claim filed by White, Sutherland and Parks in behalf of the Westland Equipment Company of Portland had been received by you.

This claim is filed for labor and materials furnished to Allen E. Lackett, sub-contractor for Berke Brothers on State Highway Contract No. 3448, the Willow Creek-Boardman Section of the Columbia River Highway.

Very truly ours,

W. H. Gardner

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

B.

RECEIVED

RECEIVED
APR 1 1953
FOR FILING

FI 145(5)

3445

March 27, 1953

COPY

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Ore.

Dear Sir:

We have requested contractors' payrolls on Oregon Projects S-46 (1) and FI-145 (5), as requested in your letter of March 3. Such payrolls have been received from both contractors, but in each instance certain subcontracts had been let and as yet we have been unable to obtain payroll records from the subcontractors. We are attempting to obtain the subcontractors' records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Willaims
Assistant State Highway Engineer

WCW:me

cc Mr. E. H. Clymer

Department of Commerce
BUREAU OF PUBLIC ROADS
Division Eight

C
O
P
Y

March 25, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our letter of March 3, 1953 quoted excerpts from one received by our Washington Office from the U. S. Bureau of Labor Statistics requesting the loan of contractor's payrolls on Oregon Projects S-46(1) and FI-145(5) for use in the development of statistical measurement devices.

May we inquire as to when these payrolls will be furnished.

Very truly yours,

/s/ C. G. Polk
C. G. POLK
District Engineer

RECEIVED
APR 2 1953
FOR FILING

FI - 14-1
3 1 - .

March 25, 1953

White, Sutherland and Parks
Attorneys at Law
1100 Jackson Tower
Portland 5, Oregon

Attention: Mr. James E. McCobb

Gentlemen:

We are returning, under separate cover, a copy of contract and bond No. 3448 which bears an affidavit signed by myself as Acting Secretary. Mr. Glaisyer is ill and is not expected to return to the office for a few weeks.

Final payment was released on this contract on May 5, 1952.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:jmc

THOMAS J. WHITE
WILLIAM F. WHITE
NORMAN E. SUTHERLAND
ALEX L. PARKS
JAMES E. McCOBB

WHITE, SUTHERLAND AND PARKS
ATTORNEYS AND COUNSELORS AT LAW
1100 JACKSON TOWER
PORTLAND 5, OREGON
CAPITOL 3241

March 24, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: State Highway Contract
No. 3448

Dear Mr. Glaisyer:

We are returning to you the certified copy of the contract and bond on State Highway Contract No. 3448 as we note that your signature was omitted from the certificate.

When you have signed the certificate, we would appreciate very much your returning the contract and bond to us so that we may commence our suit against Berke Bros. We would appreciate knowing whether a payment was ever released on this contract after you received our client's notice of October 5, 1951.

Thank you very much.

Yours very truly,

WHITE, SUTHERLAND AND PARKS

By James E. McCobb
James E. McCobb

JEM CP
Enc.

RECEIVED
MAR 23
FOR FILING

FI-14
3441

March 19, 1953

White, Sutherland and Parks
1100 Jackson Tower
Portland 5, Oregon

Gentlemen:

As requested in your letter of March 18, we are sending by separate mail a certified copy of Contract and Bond No. 3448 which was awarded to Berke Brothers for work on the Willow Creek-Boardman Section of the Columbia River Highway.

This has to do with the claim of Westland Equipment Company in the amount of $718.37 against Allen E. Sackett, subcontractor to Berke Brothers.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
MAR 23 1953

THOMAS J. WHITE
WILLIAM F. WHITE
NORMAN E. SUTHERLAND
ALEX L. PARKS
JAMES E. McCOBB

WHITE, SUTHERLAND AND PARKS
ATTORNEYS AND COUNSELORS AT LAW
1100 JACKSON TOWER
PORTLAND 5, OREGON
CAPITOL 3241

March 18, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Secretary of State's File No. 3306 - State Contract No. 3448. Willow Creek - Boardman Section - Columbia River Highway.

Gentlemen:

This letter will serve as an application by Westland Equipment Company of Portland, Oregon for a certified copy of the above contract and the surety bonds filed therewith pursuant to OCLA Sec. 98-205, as amended by Oregon Laws of 1945, Chapter 324. The intention of the company is to file suit against the contractor and its sureties for $718.37 on account of materials and services furnished the contractor.

Enclosed please find the sworn statement of Mr. P. W. Benson, Office Manager of Westland Equipment Company in which the company's relation to the above contract is stated.

We shall appreciate your early attention to this matter as suit must be filed on this claim by April 2, 1953.

Thank you very much.

RECEIVED
MAR 19 1953
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

WHITE, SUTHERLAND AND PARKS

By James E. McCobb
James E. McCobb

JEM CP
Enc.

3-19-53

AFFIDAVIT IN SUPPORT OF APPLICATION FOR CERTIFIED COPY OF PUBLIC CONTRACT AND BOND.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, P. W. Benson, being first duly sworn, depose and say that I am the Office Manager of Westland Equipment Company, and have personal knowledge of the circumstances surrounding the sale by the company of certain materials and labor to Allen Sachett between August 2, 1951 and August 12, 1951.

Between those dates steel reconditioning labor, drill steel and rock bits totaling $718.37 were furnished to Mr. Sackett by Westland Equipment Company. Mr. Sackett was a subcontractor to Berke Brothers on State Highway Contract No. 3448 covering the Willow Creek - Boardman section of the Columbia River Highway.

Notice of claim was filed by Westland Equipment Company with the Secretary of State on October 17, 1951.

P. W. Benson

Subscribed and sworn to before me this 18th day of March, 1953.

Vernon E. Sutherland
Notary Public in and for the
State of Oregon.

My Commission expires: Oct. 13, 1953

RECEIVED
FOR FILING

Lewis R

March 19, 1953

Wells-Reed Insurance, Agent
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received an affidavit of claim from White, Sutherland and Parks, 1100Jackson Tower, Portland 5, in behalf of Westland Equipment Company of Portland. The claim is for labor and materials furnished to Allen E. Sackett, subcontractor for Berke Brothers on State Highway Contract No. 3448 for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. (718.37)

We provide this information as the Great American Indemnity Company appears as surety on the performance bond furnished with Contract No. 3448.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD

RECEIVED
1953
FOR FILING

FI-145(5)

March 13, 1953

Mr. Allen Sackett
General Contractor
% Arrowhead Hotel
Burns, Oregon

Dear Sir:

The Bureau of Public Roads has requested us to obtain the loan of the contractor's payrolls on the Willow Creek-Boardman Project, State Contract No. 3448, Federal Aid No. FI-145(5). We have received the payrolls from Berke Brothers, and as you were the subcontractor on this project your payrolls are also required.

The Bureau of Labor Statistics, U. S. Department of Labor, has requested the loan of contractor's payrolls for several of the federal aid highway projects. In making this request, the Bureau of Labor Statistics advises as follows:

"These records will be utilized only for the purpose of preparing various statistical measurement devices, and records will not be available to anyone who is not a sworn employee of the Bureau of Labor Statistics. The information for any individual contract will not be revealed statistically, or in any other way."

"Furthermore, we wish to make it very clear that this request for payroll records is definitely not for the purpose of checking compliance with legislative enactments such as the 'Davis-Bacon Act', the 'Anti-Kickback Act' or any other similar enactments."

"The 'Required Contract Provisions for Federal-Aid Projects' provide that each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of his contract, and that such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative. We trust that the state highway departments and the contractors will cooperate in furnishing the payroll records requested by the Bureau of Labor Statistics."

Will you please send us the payrolls for this contract, and they will be returned to you as soon as "The Bureau of Labor Statistics"

is through with them and, in any event, not later than one year from date of receipt.

Your prompt action will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
1953
FOR FILING

March 6, 1953

Berke Brothers
General Contractors
Reedsport, Oregon

Attention: Otley Berke

Dear Sirs:

The Bureau of Public Roads has requested us to obtain the loan of the contractor's payrolls on the Willow Creek-Boardman Project, State Contract No. 3448, Federal Aid No. FI-145(5).

The Bureau of Labor Statistics, U. S. Department of Labor, has requested the loan of contractor's payrolls for several of the federal aid highway projects. In making this request, the Bureau of Labor Statistics advises as follows:

"These records will be utilized only for the purpose of preparing various statistical measurement devices, and records will not be available to anyone who is not a sworn employee of the Bureau of Labor Statistics. The information for any individual contract will not be revealed statistically, or in any other way."

"Furthermore, we wish to make it very clear that this request for payroll records is definitely not for the purpose of checking compliance with legislative enactments such as the 'Davis-Bacon Act', the 'Anti-Kickback Act' or any other similar enactments."

"The 'Required Contract Provisions for Federal-Aid Projects' provide that each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of his contract, and that such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative. We trust that the state highway departments and the contractors will cooperate in furnishing the payroll records requested by the Bureau of Labor Statistics."

Will you please send us the payrolls for this contract, and they will be returned to you as soon as "The Bureau of Labor Statistics"

is through with them and, in any event, not later than one year from date of receipt.

Your prompt action will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

RECEIVED
DEC 30 1952
FOR FILING

FI-145(5)

3441

December 9, 1952 - 3:00 p.m.

Mr. Glaisyer:

Mr. A. Miller of Oregon City (Lawyer) - (Telephone No. Oregon City 3372) and Mr. D. W. Zoreis will be in to see you on Tuesday, December 16, 1952 at 3:00 P.M. regarding Mr. Zoreis's claims against Contract 3448 - Morrow & Gilliam Counties - Willow Creek-Boardman Section of Columbia River Highway -- Allen Sackett, sub contractor. - Berke Bros. Contractor & Great American Indemnity Company - surety.

Mr. Miller has talked to you on the above.

P. T. (1)

3:00 P.M. Tue. 12/23/52

called as per schedule

NOTED
H. B. GLAISYER

RECEIVED
NOV 3 1952
FOR FILING

FI-145(5)

3448

Use terms record claim card-
gms

October 29, 1952

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

As requested in your letter of October 24th, we are forwarding by separate mail a certified copy of Contract No. 3448 between the State Highway Commission and Berke Bros. for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gillian counties.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

TELEPHONE 4404

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

October 24, 1952

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: English and Company, H. W. English.

Dear Sir:

We are enclosing request and affidavit for copies of the bond and contract of Berke Bros. on job No. 3448 of the State Highway Commission on the Columbia River Highway in Morrow and Gilliam Counties.

Sincerely yours,

Vawter Parker

VP:mr
Encls.

Hood River, Oregon
October 20, 1952

Mr. Earl Newbry
Secretary of State
Salem, Oregon

Re: English & Company

Dear Sir:

Pursuant to the provisions of Title 98, O.C.L.A., request is made for a certified copy of the contract on Oregon State Highway Commission job No. 3448 for grading and topping the Willow Creek - Boardman Section of the Columbia River Highway in Morrow and Gilliam counties, Oregon, and the bond given for payment of labor, materials and faithful performance.

ENGLISH AND COMPANY

By: H. W. English

STATE OF OREGON)
(ss.
County of Hood River)

I, H. W. ENGLISH, being first duly sworn say that I individually and I as a member of English and Company have furnished materials for the prosecution of the work done under the above contract and the same has not been paid for in full.

H. W. English

Subscribed and sworn to before me this 21st day of October 1952.

W Dawson Parker
Notary Public for Oregon
My commission expires: March 7-1954

(SEAL)

Hood River, Oregon
October 20, 1952

Mr. Earl Newbry
Secretary of State
Salem, Oregon

Re: H. W. English

Dear Sir:

Pursuant to the provisions of Title 98 of O.C.L.A. request is made for a certified copy of the contract on the State Highway Commission job No. 3448 for grading and topping the Willow Creek - Boardman section of the Columbia River Highway in Morrow and Gilliam Counties, Oregon, and the bond given for the payment of labor and materials in faithful performance.

H. W. English

STATE OF OREGON)
(ss.
County of Hood River)

I, H. W. ENGLISH, being first duly sworn say that I have furnished materials and services for the prosecution of the work done under the above contract and the same has not been paid for in full.

H. W. English

Subscribed and sworn to before me this 21st day of October 1952.

Notary Public for Oregon
My commission expires: Mar 7-1954

(SEAL)

RECEIVED
OCT 31 1957
FOR FILING
GEORGE E. BIRNIE

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

Sept. 4, 1952

Re: Hulden - yourselves

C

Great American Indemnity Company
409 Failing Building
Portland, Oregon

Attention: Mr. W. H. Gardner, Supt.
Oregon Claim Department

O

Dear Mr. Gardner:

I am in receipt of your letter of August 22, 1952, and it constitutes a complete reversal of what I was told on the phone sometime ago. I also have a copy of the letter of August 25th of the Oregon State Highway Commission which I think contains a matter quite in condemnation of your attitude in this case.

P

You seem to be conversant with all the circumstances involved. Therefore, there is nothing that I know of to add in persuasion of the payment of our claim, and unless steps to that end are not promptly taken, the courts will be resorted to for such full relief as the law allows.

Y

I think it is regrettable that a company like yourself holds itself out as a source of confidence in the fulfillment of obligations and in practice falls so far short of its representations.

Sincerely yours,

RRR/m

ROBERT R. RANKIN

cc: Oregon State Highway Commission
Mr. H. B. Glaisyer, Secretary,
Salem, Ore.

cc: Mr. E. M. Hulden
Arlington, Ore.

DANIEL R ACKERMAN
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

September 2, 1952

H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

This is in response to your letter of August 25, 1952 addressed to my attention in connection with a letter I wrote to Mr. Robert R. Rankin.

While I am well aware that the Highway Commission does not recognize subcontractors and that prime contractor is responsible for the conduct of his subcontractors, I feel that when a bonding company accepts a fee and issues a bond, it assumes an obligation which it should discharge. Perhaps this same reasoning applies to the Great American Indemnity Co. in this case, but I believe Berke Brothers are financially capable of discharging any obligation which is justly theirs, and I do not feel that it should be necessary to impair their rating with the bonding company.

I will do everything in my power to bring this matter to a conclusion at once. Please accept my personal thanks for the Commission's patience and your patience in this matter.

Very truly yours,

W. H. Gardner

W. H. Gardner, Supt.
Oregon Claim Dept.
by L. B.

WHG/lb

RECEIVED
SEP 3 1952
OREGON
STATE HIGHWAY COMMISSION

April 7, 1952

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Rankin:

Your letter of March 24, 1952, addressed to the Oregon State Highway Commission, attention Mr. Ben R. Chandler, Chairman, and concerning the claim of the Hulden Motor Company of Arlington, Oregon, against A. E. Sackett, subcontractor under Berke Brothers, for services and materials rendered in connection with State Highway Contract No. 3448, has been referred to me for reply. As set forth in your letter, Mr. Floyd Query, Acting Secretary for the Highway Commission, advised you by letter dated October 23, 1951, that the claim will be noted in the Commission's records and that he would notify the Great American Indemnity Company, who provided the performance bond on this contract, and that the Great American Indemnity Company's agent in this instance is Wells-Reed Insurance Company, 412 Failing Building, Portland 4, Oregon. The Great American Indemnity Company was advised of this claim, and such notice was given to Great American Indemnity Company for it is the surety upon the bond of Berke Brothers, which bond covers the entire contract, including the operations of subcontractors.

This office does not receive copies of contracts between the State's prime contractor and his subcontractors, nor do we receive copies of bonds covering the performance of the subcontractor, which bond is supplied for the protection of the prime contractor and his surety.

The Highway Commission is obligated pursuant to the provisions of O. C. L. A., Sec. 98-101, to require its contractors to furnish performance bonds for the protection of persons furnishing services and materials in connection with the execution of the contracts with the State, and this obligation has been discharged by Berke Brothers furnishing a bond upon which the Great American Indemnity Company is surety covering Contract No. 3448. The Highway Commission has no obligation and cannot sit as a court or arbitrator to determine what claims are justified and what amounts of such claims are correct, for obviously if the Commission attempted to arbitrate or quasi judicially determine such facts with respect to the many contracts which it enters into, the Commission would far exceed its authorities under the law and would so encumber its operations with such collateral work that either its highway construction program would be seriously hindered or a much larger administrative staff would be required to handle correspondence, make investigations and hold conferences and hearings with respect to contested claims.

Even though the Commission does not have an obligation to act as a collector for creditors of its contractors, the Commission does do all that time and available personnel will reasonably permit in attempting to secure payment of such claims from either the contractor

COPY

or his surety, and when payment has not been made, to advise the creditors when final payment is being made by the State so that they may pursue their remedies at law against the contractor and surety. In this particular instance we advised the Great American Indemnity Company by letter dated February j, 1952, that final payment was ready to be made to the contractor, but that we were withholding payment temporarily until receipt of further advice as to the satisfaction of the several claims filed against the contractor, of which claims the surety company had been given notice. By letter dated February 7, 1952, we were advised by Mr. Fred C. Reed in behalf of the Great American Indemnity Company with respect to the Sackett claim as follows: "*** that the claims filed against Allen E. Sackett, subcontractor, had all been filed with this office and that Berke Bros. have a bond covering the total amount of Mr. Sackett's sub-contract and that in our opinion the claims if properly chargeable against this contract would be covered by the bond of the Great American Indemnity Company covering the general contractor." Upon receipt of this letter from Mr. Reed final payment was made to Berke Brothers, for apparently the claim against Mr. Sackett was being questioned and we were not in a position to determine the correctness of such questioned claims, and with the assurance of the Great American Indemnity Company that if this claim were properly chargeable against the contract that it would be covered by the Great American Indemnity Company's bond.

I think the Highway Commission and this office has done all that it can do and certainly more than it is requested to do by law to secure payment of this claim and to protect the interests of the Hulden Motor Company, and if payment of the claim is not made, I suggest that your client follow the remedies provided in O.C.L.A., Sec. 98-101, whereby upon furnishing this office with an affidavit, as set forth in the statute, we shall supply a certified copy of the contract and bond between the State and Berke Brothers, and the Hulden Motors Company, if the claim is properly chargeable against the contract, has a right of action and is authorized to bring suit in the name of the State of Oregon for recovery of the claim, and Hulden Motors Company has protected its right to bring such action, as provided by law, by filing with the Secretary of State and this office a notice in the form set forth in the statute.

If we can be of any further service in this matter please advise.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

avh

COPY

ROBERT R. RANKIN
Attorney at Law
Yeon Building
Portland 4, Oregon

March 24, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Ben R. Chandler, Chairman

Dear Ben:

You will recall that last October Hulden Motor Company of Arlington, Oregon, sent me a claim for services and material given to A. E. Sackett, subcontractor under Berke Brothers, for materials supplied on that part of the work from Heppner Junction to Boardman Highway, under State Highway Contract No. 3448, in the sum of $1,255.81.

In addition to your information, the Secretary of State also gave instructions as to the manner of handling the claim on October 22, 1951, in compliance with which we immediately prepared a claim in behalf of Hulden Motor Company, verified by E. M. Hulden, President, and filed it with Oregon State Highway Commission, Floyd Query, Acting Secretary, and on October 23rd they advised me that "The claim will be noted in our records and we will notify the Great American Indemnity Co., who provided the performance bond on this contract. Their agent in this instance is Wells-Reed Insurance Co., 412 Failing Building, Portland 4, Oregon." And I so advised my client. We also had acknowledgment from Secretary of State Newbry.

Under date of February 6, 1952, the Highway Commission, through its Secretary, advised client that their records showed a claim filed by me under Contract 3448, on October 25, 1951, and desired to know the present status of the claim, and my client promptly advised them on February 7th that the claim was unpaid and asked for assistance. They heard nothing more and again repeated the request for information on March 14th, and on March 18th were advised by the Secretary of the Commission that the contract was completed on September 30, 1951, accepted by the Commission on December 20, 1951, and final payment made on March 5, 1952. This was of course long after they had notice of the filing of the claim of the Hulden Motor Company. They advised that the Great American Indemnity Company furnished the bond and that request should be made of them for payment.

On March 19th my client advised me of this fact and sent to me the original letter of the Secretary of the Commission to Hulden Motor & Implement Co., dated March 18th, and I, on the date of receipt, made demand on the Great American Indemnity Company. I am now enclosing a copy of a letter mailed to me by the Great American Indemnity Company, advising that the United Pacific is the responsible indemnity company.

COPY

Oregon State Highway Commission 3/24/52

Before I make any reply to the Great American Indemnity Company, I want to know that we have been correctly advised by the Commission as to the liability bond in this case. I do not in any way want to recognize the direction of the Great American Indemnity Company unless we were incorrectly advised as to the responsible party.

It would seem to me that the Highway Commission, having had notice of our claim and having had it filed with them long prior to settlement, would have taken care of this matter and seen that we were properly paid before final payment was made by the Commission and would not now be putting my client to the expense of making a demand on the indemnity company and securing direction as to some other party being liable. Having confidence in you personally, I would appreciate your advice as to the correct status of this case and such action as the Commission itself should have afforded in the first instance, or, if I am in error, please so advise.

With kindest personal regards, I am

Sincerely yours,

/s/ Robert R. Rankin

RRR/m
Enclosure

COPY

C O P Y

GREAT AMERICAN
INDEMNITY COMPANY

NEW YORK

Pacific Department
320 California St.
San Francisco 26

OREGON SERVICE OFFICE
409 Failing Building
Portland, Oregon

March 21st, 1952

Mr. Robert R. Rankin
Yeon Building
Portland, Oregon

Dear Mr. Rankin:

Re - State Highway Contract No. 3448
Berke Bros., Prime Contractors
Allen E. Sackett, Sub-Contractor

This will acknowledge receipt of your letter of March 20th, 1952 addressed to the Great American Indemnity Company and to the attention of Mr. Harvey Wells. Your letter has been referred to this office for acknowledgment and reply.

The advice given you by the Highway Department to the effect that this Company bonded Berke Bros. is correct. However, Mr. Sackett was in turn bonded by the United Pacific and that Company should respond to any claims for unpaid bills on the part of Mr. Sackett.

Very truly yours,

W. H. GARDNER

WHG/B

B

COPY

W. H. GARDNER
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND, OREGON

September 12, 1952

Mr. Don Parker
c/o Industrial Accident Commission
Salem, Oregon

Dear Mr. Parker:

I am addressing this to you in response to your letter of September3, 1952 which you addressed to the Great American Indemnity Co. as bondsmen for Berke Bros., whose sub-contractor, Allen Sackett, is alleged to owe the Commission $1,772.73 in connection with State Highway Contract No. 3448. Delay in responding to your letter is due to the fact that I have had to confer with Berke Bros. and their legal counsel, Mr. Clarence Wicks.

Mr. Wicks has advised Berke Bros. that they cannot place themselves in the position of volunteers by recognizing and voluntarily paying any claims presented without jeopardizing their rights in litigation which is now pending between Berke Bros. and Mr. Sackett. Berke Bros. are financially sound and a firm of good reputation for meeting their obligations, and I feel that the Great American Indemnity Co., by whom I have been employed for more than ten years, enjoys the finest possible reputation for honesty and fair dealing. However, the Great American Indemnity Co. cannot take any steps which would in any way hamper the position of Berke Bros. in this matter. If it is dangerous for Berke Bros. to assume the position of volunteers, it is equally dangerous for the Great American Indemnity Co.

It is not possible for me to conceive of any reason why Mr. Sackett or his bondsmen should not respond to your demand for payment. It seems clear to me that payment of his debts by his bonding company, if Mr. Sackett is financially incapable of paying them, would in no way jeopardize his rights.

I personally wish that there were something I might do to bring your claim and all of the others to a speedy conclusion, but in the light of Mr. Wicks' advice, I have no choice but to maintain the position we have held so far, and suggest to you that more pressure be brought upon Mr. Sackett's bonding company.

Yours very truly,

WHG/lb

W. H. Gardner

W. H. GARDNER
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND, OREGON

September 12, 1952

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Re: Great American Indemnity Co. Bond SF-2428
BERKE BROS.

Dear Mr. Rankin:

This is in response to your letter of September 4, 1952, addressed to my attention as Superintendent of the Oregon Claim Dept. of the Great American Indemnity Co., in behalf of Hulden Motor Co. The delay in responding to your letter has been occasioned by the necessity of having a conference with Berke Bros. and their legal counsel.

I cannot refrain from commenting to you that your condemnation of the Great American Indemnity Co. is not justified in my opinion. The Great American Indemnity Co. enjoys, and is very jealous of, a reputation for prompt settlement of claims and fair dealing, not only in the State of Oregon, but throughout the entire country.

I do not agree that the Oregon State Highway Commission condemns our attitude in this matter. There is a great difference between condemnation and disagreement.

I feel certain that you are aware that litigation is presently pending in the Circuit Court of this County between Mr. Sackett, your client's customer, and Berke Bros. It is not possible for us to take any affirmative steps which would in any way jeopardize Berke Bros'. position. They have employed competent counsel to advise them, and it is the advice of their attorney, Mr. Clarence Wicks, whose offices are in your building, that no voluntary payment should be made to any of Mr. Sackett's creditors, either by Berke Bros. or in their behalf. Insofar as the Great American Indemnity Company's position is concerned, we cannot afford to put ourselves in any different position than our principal's. I feel that you will agree that if we put ourselves in the position of a volunteer and pay your client's claim, we might well find ourselves without legal recourse to recover from Mr. Sackett or his bondsmen. Mr. Sackett contracted with your client for the services they performed and the material they

W. H. GARDNER
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND, OREGON

supplied. I cannot see how payment of Hulden's claim, whether by Sackett or his bondsmen, would impair his position insofar as his relationship with Berke Bros. is concerned, while very obviously, the converse is true of Berke Bros.' position.

I do not think there is any question about the Highway Commission's position. I think that Mr. Glaisyer has made the Commission's position crystal clear in his letter of August 25th, and it is with profound regret that I find myself unable to agree with Mr. Glaisyer as to the proper procedure in this instance. I am completely in accord with Mr. Glaisyer's interpretation of the law. I think there is no doubt but that the prime contractor is responsible for the debts of his sub-contractors incurred upon a project, but where litigation has arisen between the prime contractor and the sub-contractors, I do not think that the prime contractor's bonding company should be condemned for following the advice of the prime contractor's legal counsel. Successful prosecution of Berke Bros.' case rests squarely upon his shoulders, and he is, as are you, vigorously pursuing his client's rights. I am informed that the litigation now pending will reach a trial date in about three months or a little more.

As you may well imagine, it would be far more pleasant and far easier for me to pay Hulden Motors' claim and those of others who have filed. I sincerely trust you understand our position in this case. We are convinced that Berke Bros. are solvent and are financially capable of meeting their obligations without calling upon their bondsmen.

Yours very truly,

W. H. Gardner

WHG/lb

LIST OF CLAIMS FILED AGAINST ALLEN E.SACKETT,SUBCONTRACTOR ON CONTRACT NO.3448

5-28-51	D. W. Voreis	Tractor rental	$ 1,500.00
9-7-51	Westland Equipment Co.	Claim	718.37
9-12-51	Empire Machinery Co.	Materials & labor	5,424.22
9-18-51	State Ind. Accident Com	Payroll Contributions	1,127.41
9-19-51	K.C. Dack Construction Co.	Equipment rental	135.00
10-9-51	Columbia Equipment Co.	Equipment parts	924.42
10-25-51	Hulden Motor Co.	Materials	1,255.81
10-28-51	Peter Kiewit Sons' Co.	Labor, rentals	233.25
12-27-51	S. I. A. C.	Payroll contributions	1,772.73
~~1-17-52~~	Union Oil Co.	Products — Paid	11,759.04
		Total	24,850.25

The claim below filed by Allen E. Sackett against Contract No. 3448, Berke Bros.

1-7-52	Allen E. Sackett	Equipment rental	56,884.38

Prepared 2-5-52

RECEIVED
AUG 27 1952
FOR FILING

August 25, 1952

Great American Indemnity Company
409 Failing Building
Portland, Oregon

Attention Mr. W. H. Gardner

Gentlemen:

I am in receipt of a carbon copy of your letter of August 15, 1952, directed to Mr. Robert R. Rankin, Attorney at Law, Portland, Oregon, regarding the claim of Hulden Motor Company against A. E. Sackett, a subcontractor under Berke Brothers in connection with State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

I do not agree with you that the Hulden Motor Company should look to the bond furnished by Mr. Sackett to Berke Brothers for the payment of their claim. The Highway Commission does not recognize subcontractors nor the bonds they give to the primary contractors, but the Commission holds the primary contractor and his bondsman strictly responsible for satisfactory settlement of claims arising out of the job.

Final payment was made to Berke Brothers for work performed under this contract with the understanding that the Great American Indemnity Company would see that the claims were taken care of. Such final payment could not have been released had we known that it would take such a long time to settle the claims. If the claims are legal ones against Berke Brothers contract regardless of who incurred them, then in our opinion, the Great American Indemnity Company should see that they are settled promptly and the claimant should not be required to look for settlement on the bond that was furnished by the subcontractor. We are asking you to give the matter your early attention.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Robert R. Rankin

COPY TO Mr. H. B. Glaisyer

COPY FROM
Great American
Indemnity Company
New York
409 FAILING BUILDING
PORTLAND, OREGON

August 22, 1952

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Re: A. E. Sackett

Dear Mr. Rankin:

This will acknowledge receipt of your letter of August 18, 1952, addressed to us in connection with a claim of Hulden Motor Company against A. E. Sackett, who was a sub-contractor under Berke Brothers in connection with Highway Contract No. 3448.

Neither Berke Brothers nor the Great American Indemnity Co., is in a position to admit the alleged claim of Hulden Motor Company is due. This was a transaction completed between Mr. Sackett and your client, and we know nothing about it. Mr. Sackett was bonded, as I believe you have been previously advised, by the United Pacific Insurance Company in the Board of Trade Building here in Portland. It is our feeling that any of Mr. Sackett's unpaid obligations should be discharged by his bondsman.

Yours very truly,

W. H. Gardner, Supt.
Oregon Claim Department

WHG:bkr
cc

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

GEORGE E. BIRNIE

Aug. 18, 1952

Great American Indemnity Company
409 Failing Building
Portland 4, Oregon

Attention: Mr. W. H. Gardner

Dear Mr. Gardner:

This refers to the claim of Hulden Motor Company, Arlington, Oregon, for $1,255.81 for services and material given to A. E. Sackett, sub-contractor under Berke Brothers, for work from Heppner Junction to Boardman Highway under State Highway Contract No. 3448.

It is my belief that six months has elapsed and under the statute we are also entitled to recover attorney's fees. The peculiar thing about this claim is that you and the State Highway Commission and the Hulden Motor Company all admit it is due and yet no one pays it. I believe we are in position to collect attorney's fees in addition. Unless this claim is not promptly paid, action will be instituted to recover the same. Copy of this letter goes to the State Highway Department for such purpose as it may legally serve.

Sincerely yours,

RRR/m

ROBERT R. RANKIN

cc: Oregon State Highway Department
Attention: Mr. H. B. Glaisyer, Sec'y.
Salem, Ore.

cc: Hulden Motor Company
Arlington, Ore.

RECEIVED
AUG 20 1952
FOR FILING

Mrs Lewis

August 7, 1952

Mr. Stanley J. Mitchell
Attorney at Law
101 Hogg Building
Oregon City, Oregon

Dear Mr. Mitchell:

This is to acknowledge receipt of your letter of August 5 and an affidavit of lien in behalf of D. W. Voreis against Allen Sackett for tractor rental furnished by Mr. Voreis on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties known as State Highway Contract No. 3448. This claim will be noted in our records and we will advise the Great American Indemnity Company who furnished the performance bond to Berke Brothers on Contract No. 3448 that it has been received. The surety's agent in this instance is Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon.

On May 28, 1951, Mr. Voreis filed a claim with this office in the amount of $1,500 against Allen E. Sackett for tractor rental, but to the best of our knowledge the claim was not filed with the Secretary of State although we suggested that such action be taken. We should call to your attention that this contract was completed September 30, 1951, and accepted by the Commission December 20, 1951, and as of this date has exceeded the statutory period of six months following completion and acceptance of the contract.

Although you are undoubtedly familiar with the law in this instance, we have attached excerpts pertaining to the filing of claims.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

cc - Mr. D. W. Voreis
480 East Dartmouth Street
Gladstone, Oregon

STANLEY J. MITCHELL
ATTORNEY AT LAW
101 HOGG BUILDING
OREGON CITY, OREGON

August 5, 1952

State Highway Commission,
Salem, Oregon.

Attention: Mr. W. B. Glaisyer,
Secretary.

Dear Mr. Glaisyer:

Enclosed herewith please find affidavit of lien of D. W. Voreis, which I trust will be sufficient for your records and comply with the statutory requirements.

We are now preparing to intervene in the proceeding now pending in the Circuit Court for Multnomah County, brought by Allen Sackett, ex rel, against the Great American Indemnity Company, et al.

Will you kindly advise me by return mail if this instrument complies with your requirements in order that proper allegations can be set forth in the intervention proceeding.

Very truly yours,

Stanley J. Mitchell

Stanley J. Mitchell

SJM:HEW

Enclosure- 1

RECEIVED
AUG 6 1952
OREGON
STATE HIGHWAY COMMISSION

KNOW ALL MEN BY THESE PRESENTS that I, D. W. VOREIS, hereinafter designated as the "Claimant", did between the dates of February 14, 1951 and April 1, 1951, furnish a D-7 Caterpillar tractor, blade and drum, completely equipped, and performed labor and furnish materials for and on the special instance and request of Allan Sackett, hereinafter designated as the "Contractor", to be, and which were, used and performed in the construction, alteration and repair of that certain road and highway, known and designated as the Willow Creek-Boardman section of the Columbia River Highway located in Morrow and Gilliam Counties, being designated as State Highway Contract No. 3448, as follows, to-wit:

299 hours tractor time with driver at $9.00 per hour	$2,691.00
Hauling of tractor from The Dalles, Oregon to the job and return	228.00
Total	$2,919.00
Received on account	1,126.00
Balance due	$1,793.00

That claimant furnished said tractor and performed labor with said tractor upon the Willow-Creek-Boardman section of the Columbia River Highway on State Highway Contract No. 3448, under a sub-contract of Allan Sackett from O. E. Berke, A. R. Berke and W. A. Berke, co-partners, doing business as Berke Bros. That the contract price and reasonable value of said labor, tractor rental and hauling of tractor was and is the sum of $2,919.00, and that after deducting all just credits and offsets, to the best knowledge, information and belief of the claimant, there is now due, owing and unpaid from Allan Sackett, as subcontractor, from O. E. Berke, A. R. Berke and W. A. Berke, co-partners, doing business as Berke Bros., as original prime contractor, and Great American Indemnity Company of New York, a corporation, as surety, the sum of $1,793.00.

STANLEY J. MITCHELL
ATTORNEY AT LAW
OREGON CITY, OREGON

That the time in which claimant has to make and file this claim with the State of Oregon has not expired.

Dated this 14th day of July, 1952.

D. W. Voreis

STATE OF OREGON)
) ss.
County of Clackamas)

BE IT REMEMBERED that on this 14th day of July, 1952, before me, the undersigned, a Notary Public in and for said County and State, there personally appeared before me the within named D. W. Voreis, who is known to me to be the identical individual named in the foregoing instrument, and that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year last above written.

Notary Public for Oregon
My commission expires Jan. 3, 1953

STANLEY J. MITCHELL
ATTORNEY AT LAW
OREGON CITY, OREGON

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AUG 20 1952
FOR FILING

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August 7, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received from Stanley J. Mitchell, 101 Hogg Building, Oregon City, an affidavit of claim in favor of D. W. Voreis for tractor rental furnished to Allen E. Sackett on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gillian counties, known as State Highway Contract No. 3448. The claim recites that the services of the tractor were furnished from February 14 to April 1, 1951, for 299 hours at $9.00 per hour, plus a hauling charge of $228, less $1,126 received on account, and leaving a balance due of $1,793.

It may be that this is the same claim concerning which Mr. Voreis wrote to us and we notified you on May 28, 1951.

It is our understanding that Mr. Sackett operated as a subcontractor to Berke Brothers on State Highway Contract No. 3448, and we provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

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FOR FILING

JOHN F. CUSHMAN

71-14-(1)
5448

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

July 25, 1952.

Mr. H. B. Glaisyer, Secy.,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Thank you for your letter of July 15, 1952, concerning the claim of P. L. Crooks & Co. against Allen Sackett.

I was under the impression that Mr. Sackett was the main contractor for paving of the Willow Creek-Boardman section of the Columbia River Highway, and that the work had not been approved until March of this year. However, it appears that I am in error.

Very truly yours,

John F. Cushman

JFC:mm

NOTED
F. QUERY

RECEIVED
JUL 28 1952
OREGON
STATE HIGHWAY COMMISSION

GUSTAV F MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN
EXECUTIVE VICE PRESIDENT
DANIEL R. ACKERMAN.
VICE PRESIDENT
JOHN C EVANS.
VICE PRESIDENT
JOHN G. LOOSE
VICE PRESIDENT

Great American Indemnity Company New York

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

3448

July 22nd, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of July 15th, 1952 addressed to this Company in connection with a claim made in behalf of P. L. Crooks and Company, Inc. by John N. Mohr against Allen Sackett.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

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7-22-52

RECEIVED
JUL 23 1952
FOR FILING

July 15, 1952

Mr. John M. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Attention: Mr. John F. Cushman

Dear Mr. Mohr:

We have your letter of July 12 concerning the claim of P. L. Crooks and Company, Inc., against Allen Sackettfor material furnished in the sum of $646.59 on the Heppner Junction-Boardman Section of US30. Apparently, the contract to which you refer is State Highway Contract No. 3448 awarded to Berke Bros. for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. It is our understanding that Mr. Sackett worked as a sub-contractor on this job.

The contract was completed September 30, 1951, accepted by the State Highway Commission December 20, 1951, and final payment made to the contractor on March 5, 1952. The six months' period following completion of the contract and acceptance by the Commission has expired; however, your claim will be noted in our records for this job and we will also advise the surety.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
7-15-52, g

3448

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

July 12, 1952.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Our office has been handling a claim of the P. L. Crooks & Company, Inc., against Allen Sackett.

The claim, in the amount of $646.59 plus interest, arises out of material furnished to Mr. Sackett in the performance of his job as contractor on the Heppner Junction-Boardman section of U.S.30. We understand that the highway work was approved some time early in 1952, and we would like to know if it is still possible to file a claim under the terms and provisions of the contract with the Commission or with Mr. Sackett's surety.

If you will kindly advise us if a claim may still be filed, it will be greatly appreciated.

Very truly yours,

John F. Cushman

JFC:mm

RECEIVED
BY SECRETARY

7-12-52

RECEIVED
JUL 2
FOR FILING

July 3, 1952

Mr. Stanley J. Mitchell
Attorney at Law
101 Hogg Building
Oregon City, Oregon

Dear Mr. Mitchell:

As requested in your letter of July 2, we are forwarding by separate mail a certified copy of Contract and Bond No. 3448 for work on the Willow Creek-Boardman Section of the Old Oregon Trail, awarded to Berke Bros; and also a certified copy of the lien filed by D. W. Voreis in connection with this contract.

There is no charge for furnishing the papers mentioned above, but we do require when a certified copy of contract and bond is provided that we be furnished with an affidavit of claim. We will appreciate receipt of this affidavit in the near future.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STANLEY J. MITCHELL
ATTORNEY AT LAW
101 HOGG BUILDING
OREGON CITY, OREGON

July 2, 1952

BY SECRETARY

State of Oregon,
State Highway Commission,
Salem, Oregon.

Dear Sirs:

Re: State, ex rel,
Allen Sackett, Plaintiffs,
vs.
Great American Indemnity Co.
and Berke Bros.

We are presently going to petition the Court of Multnomah County to intervene in the above case, and as part of our petition and complaint in intervention, we need information contained in the contract between the State and Berke Bros., being Highway Contract No. 3448, a copy of the bond, and a copy of the lien filed by D. W. Voreis in connection with this contract.

Will you kindly have the above copies prepared and certified and in the meantime advise me what the cost of the certified copies will be, and I will forward a check therefor at once.

Thanking you in advance for your early attention to this matter, I remain,

Very truly yours,

Stanley J. Mitchell

SJM:HEM

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN
FOR FILING

June 20, 1952

Columbia Equipment Company
1240 Southeast Twelfth Avenue
Portland 14 Oregon

Attention Mr. F. W. Morris, Credit Department

Gentlemen:

Reply is made to your letter of June 18, 1952 regarding your claim against Allen E. Sackett, subcontractor under Berke Brothers for construction of the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

Our records reveal that final payment to Berke Brothers in connection with this job was made to them on March 5, 1952. It is they whom you should contact regarding payment of your claim. I would suggest that you make a demand of the surety on the bond furnished by Berke Brothers in connection with this job. This bond was written by the Great American Indemnity Company for whom Wells-Reed Insurance Agency are local agents with offices in room 412 in the Failing Building, Portland 4, Oregon. The bond furnished by Berke Brothers is responsible and liable for your claim notwithstanding that the claim was incurred by the subcontractor.

You have already filed your claim with the Secretary of State's office so you are protected from that standpoint.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

COLUMBIA EQUIPMENT COMPANY
TELEPHONE EAST 9148 SEATTLE, 5050 First Ave. So.
1248 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

June 18, 1952

WRITTEN FROM Portland, Oregon

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Subject: Allen E. Sackett

Gentlemen:

On February 6th you advised that your office was ready to release final payment to the contractor on State Highway Contract number 3448 upon which we had filed a claim against Allen E. Sackett, subcontractor in the amount of $924.42.

Will you please advise if final payment has been made and who we should contact regarding payment of our claim.

Yours very truly,

COLUMBIA EQUIPMENT COMPANY

ANSWERED
H. B. GLAISYER

F. W. Morris
Credit Department

FWM:ms
cc Collections

RECEIVED
JUN 19 1952
OREGON
STATE HIGHWAY COMMISSION

BY SECRETARY

RECEIVED
MAY 26 1952
FOR FILING

Mrs Lewis

May 23, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from K. C. Pack Construction Company, P. O. Box 0134, Milton-Freewater, advising that they have an unpaid claim against Allen E. Sackett, a subcontractor to Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. You were notified of this claim by letter from our office on September 19, 1951.

This information is forwarded to you inasmuch as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Brothers
Reedsport, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

noted GL

RECEIVED
MAY 26 1952
FOR FILING

May 23, 1952

K. C. Dack Construction Company
P. O. Box 0134
Milton-Freewater, Oregon

Gentlemen:

We have your letter dated May 17 in which you state that your claim against Allen E. Sackett, a sub-contractor to Berke Brothers on State Highway Contract No. 3448, is still unpaid.

As you may know, the State does not attempt to pay contractors' claims as we have no way of determining the validity of the various claims. Each principal contractor is required to furnish a performance bond to assure completion of the work and payment of all bills incurred in connection with the job. On this contract the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond. It may be that Mr. Sackett furnished a bond to Berke Brothers. The State is not concerned in this inasmuch as it looks to the principal contractor for satisfactory completion of the job and payment of bills.

This contract was completed September 30, 1951, and accepted December 20, 1951. If you have not already filed your claim with the Secretary of State, it is suggested that you do so in order to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission. According to our records, six months' period following acceptance would end on June 20, 1952. In the meantime we will call to the attention of the contractor and the surety that your claim is unsatisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

noted gl

K. C. DACK CONSTRUCTION CO.

P. O. Box 0134

Milton-Freewater, Oregon

May 17, 1952

RECEIVED
MAY 20 1952
LEGAL

Oregon State Highway Department

Salem, Oregon

Dear Sirs:

On February 6, 1952 you asked us by letter to adivse you of the status of our claim against Allan E. Sackett, subcontractor on State Highway Contract No. 3448, as you stated you were ready to release final payment to the contractor. We answered by return mail that we had not been contacted by anyone or offered payment on said claim, therefore, we are still waiting to hear about the present status of this claim.

Very truly yours

K. C. DACK CONSTRUCTION CO.

By Kenneth C. Dack

KCL/fl

BY SECRETARY

COPY TO Mr. H.B. Glaisyer

COPY FROM
Great American
Indemnity Company
New York
409 FAILING BUILDING
PORTLAND, OREGON

May 22nd, 1952

United Pacific Indemnity Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Re- Allen Sackett, Sub-Contractor
State Highway Contract #3448

We have received an inquiry from the Oregon State Highway Commission in connection with a claim filed by Robert R. Rankin in behalf of his client, Hulden Motor Company, in connection with the above captioned.

Will you please advise us, and Mr. Glaisyer, your intentions in connection with this Allen Sackett matter?

Very truly yours,

W. H. Gardner

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

RECEIVED
MAY 2[illegible] 1952
FOR FILING

May 15, 1952

Mr. W. H. Gardner, Supt.
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

In your letter of May 13, 1952 you explained the status of the claim of J. N. Conley against Berke Brothers, and I thank you for the information.

In the second paragraph of your letter you inquire as to the attitude of the State Highway Commission in case a claim is filed against a contractor and the contractor denies it. Our present practice in the handling of claims that are filed against contractor is to withhold from the contractor a sufficient amount of money to satisfy the claims. This procedure, as you state, might work an injustice against the contractor should the claim prove to be invalid, but on the other hand, were the Highway Commission to release all monies to the contractor regardless of the claims, it might be construed as being unfair to the claimants who look to the Highway Commission for protection. Many times claims are filed by small town merchants who are unfamiliar with the legal procedure for the filing of claims against public contracts, and who advance credit to a contractor simply because the contractor is working for the State, and they feel the State will see that their claims are paid before final settlement is made with the contractor.

The Highway Commission has no way of passing on claims that are filed against highway contracts and, according to the Highway Commission's Chief Counsel, were the Commission to act as a court of arbitration in connection with the settlement of claims, it would be exceeding its legal authority; moreover, it would necessitate the employment of a large administrative staff to make investigations and to hold conferences and hearings with respect to the claims, which would be an unjustified expense in view of the fact that the Commission is not obligated to act as a collector for the creditors of its contractors.

Mr. W. H. Gardner, Supt.
Oregon Claim Department
Ores American Indemnity Company

May 15, 1952

I hope I have given you the information you requested. Briefly, it is to the effect that the present practice is to withhold sufficient monies from contractor to satisfy outstanding claims that are of record in this office against his work until such time as the Commission is advised that the claims have been satisfactorily disposed of.

I would like to take the opportunity to ask you a question. Are you in a position to advise me as to the status of payment of the claim of Hulden Motor Company of Arlington, Oregon, against A. E. Sackett, subcontractor under Berke Brothers, in connection with State Highway Contract #3448? I will appreciate any information that you can give me with respect to the satisfaction of this claim, as well as others arising out of the same contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:jmc

...STAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN
VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

May 13th, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

ANSWERED
H B GLAISYER

Dear Mr. Glaisyer:

I have delayed acknowledging receipt of your letter of April 29th, 1952 addressed to us in connection with alleged claim of J. N. Conley against Berke Bros. in the amount of $418.50 for equipment rental in connection with State HighwayContract No.3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway.

When your letter was received, I assumed it was another one of those claims against Sackett, but upon contacting Berke Bros., I have learned that this is a claim which they deny is owed by them to Mr. Conley. They have paid him, they declare, all the money due to him and while in this case the question is perhaps academic, I am wondering if you have time to advise me what the Highway Commission usually does in a case of this kind where a claim is filed and is denied by the contractor. Supposing the claim is allowed to remain dormant for a long period of time and no attempt to perfect it is made by the claimant, does the Commission tie up the retainage or other funds due to the contractor indefinitely? It seems to me that injustices might prevail where a fictitious or unwarranted claim is made.

I am asking these questions as a matter of personal knowledge.

Very truly yours,

W. H. Gardner

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

...SSION

RECEIVED
MAY 1 1952
FOR FILING

FILED

c April 30, 1952

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

REFERRED TO
BY SECRETARY
NOTED
F. QUERY

Dear Mr. Gardner:

I wish to thank you for your letter of April 29, 1952, regarding the claim of the Firestone Tire and Rubber Company against Berke Brothers arising out of State Highway Contract No. 3448 for the construction of the Willow Creek-Boardman Section of the Columbia River Highway.

I particularly appreciate the information given concerning the United Pacific Indemnity Company, surety on the bond given by Allen E. Sackett, subcontractor to Berke Brothers, and sincerely hope that the United Pacific Indemnity Company will act immediately to satisfy the numerous claims outstanding against this work.

I also appreciate very much your offer to keep me advised of developments.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN.
VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

April 29th, 1952

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of April 24th, 1952 addressed to this Company in care of the Wells-Reed Insurance Agency wherein you describe a claim filed by the Firestone Tire and Rubber Company against Berke Brothers in the sum of $1,149.95. This is in connection with State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway. The claim is based on labor and material supplied Allen E. Sackett, a sub-contractor.

We have very recently been informed that Mr. Sackett's bonding company, the United Pacific, has at last taken some interest in the matter. We have not in the past nor will we in the future shirk any just obligation of this Company and we deeply regret the somewhat embarrassing position we have found ourselves in as the result of the United Pacific's attitude in this Sackett case. Perhaps, however, the matter is now in hand.

We will keep in close touch with the situation and advise you of any developments in which we feel you should be interested.

Very truly yours,

W H Gardner

W.H. Gardner, Supt.
Oregon Claim Department

WHG/B

STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAY 1 1952
FOR FILING

April 30, 1952

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Rankin:

In our telephone conversation of a few days ago regarding the claim of your client, Hulden Motor Company, against A. E. Sackett, you asked me to let you know if I had any suggestions to offer that might help in securing satisfaction of this claim.

I have no further suggestions to offer at this time other than that you pursue the course you indicated you had in mind, to start suit against the bond, but I believe you might be interested in the information I received today from the Great American Indemnity Company, surety on the bond furnished by the prime contractor Berke Brothers in connection with another claim against the same job. I quote from that letter as follows:

> "We have very recently been informed that Mr. Sackett's bonding company, the United Pacific, has at last taken some interest in the matter. We have not in the past nor will we in the future shirk any just obligation of this Company and we deeply regret the somewhat embarrassing position we have found ourselves in as the result of the United Pacific's attitude in this Sackett case. Perhaps, however, the matter is now in hand."

I thought you might like to have this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

RECEIVED
MAY 1 1952
FOR FILING

April 30, 1952

Mr. Ben R. Chandler
P.O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

At the meeting of the State Highway Commission last week, you stated your desire to have for your personal file Mr. Rankin's letter of March 24, 1952, directed to your attention, concerning the claim of the Hulden Motor Company of Arlington against A. E. Sackett, subcontractor under Burke Brothers, covering materials furnished Mr. Sackett in connection with his subcontract work on the Willow Creek-Boardman Section of the Columbia River Highway. Such letter is enclosed. I also enclose a copy of my reply dated April 7, 1952 which I might state was dictated by Mr. Enfield after consultation with myself and a review of the files covering this job.

You informed me at the meeting that Mr. Rankin was somewhat confused as to his position and as to the action to take to secure settlement of the claim of the Hulden Motor Company, and you asked me to try to clarify the matter for him. In our conversation on the subject I called in Mr. Fred C. Reed of the firm of Wells-Reed Company, general agents for the Great American Indemnity Company, surety on the bond furnished by Berke Brothers in connection with this job. Mr. Reed stated that he would contact Mr. Rankin and explain details of the surety's position with respect to claims that have been filed against Mr. Sackett. He also stated that Mr. Sackett furnished Burke Brothers a surety bond written by United Pacific Indemnity Company guaranteeing satisfactory completion of his part of the work and payment of claims arising out of his operations, but it appears that United Pacific Company has been dilatory in taking any action. Mr. Reed informed me subsequently that he endeavored to get in touch with Mr. Rankin to assure him that the claim of the Hulden Motor Company would be satisfied by the Great American Indemnity Company if the United Pacific Company would not take care of it.

RECEIVED
MAY 1 1952
FOR FILING

April 29, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Attention: E. Libby

Dear Sir:

This is to acknowledge your letter of April 25 to which was attached three copies of a claim filed with your office by J. N. Conley against Berke Bros. on State Highway Contract No. 3448. The claim is in the sum of $418.50 and bears your file No. 3339.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

4-29-52 JC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

E. Libby

RECEIVED
APR 28 1952
OREGON
STATE HIGHWAY COMMISSION

4-25-52

RECEIVED
MAY 1 1952
FOR FILING

April 29, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by J. N. Conley against Berke Bros. The claim is in the amount of $418.50 for equipment rental furnished to Berke Bros. on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

This information is furnished inasmuch as the Great American Indemnity Company appears as surety on the bond provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md
Attach.

cc - Berke Bros.
7923 N. E. Halsey St.
Portland, Oregon

March 1, 1952

Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, J. N. Conley, has a claim for equipment rental in the amount of $418.50 against the bond taken from Berke Bros. as principal and Great American Indemnity Company as surety, for Willow-Creek - Boardman Project, being Oregon State Highway Contract No. 3448.

Dated this 1st day of March, 1952.

J. N. Conley

By J. N. CONLEY

Endorsed:
FILE NO. 3339
FILED APR. 25, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 1 1952
FOR FILING

April 24, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Attention: E. Libby

Dear Sir:

This is to acknowledge your letter of April 22nd to which was attached three copies of a claim filed with your office by Firestone Tire and Rubber Company in the sum of $1,149.95 against Allen E. Sackett, a sub-contractor for Berke Brothers on State Highway Contract No. 3448, your file No. 3336.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

4-24-52, SL

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 22, 1952

Mr. [illegible]
[illegible]
[illegible], Oregon

Dear Sir:

[illegible] for [illegible], etc, in the [illegible] of the [illegible] Corporation Division, [illegible] Building, Salem, Oregon.

[illegible] the [illegible] information.

[illegible]

Very truly yours,

EARL T. [illegible]
SECRETARY OF STATE

By E Libby
[illegible]

ETL:[illegible]

4-22-52

RECEIVED
MAY 1 1952
FOR FILING

April 24, 1952

Great American Indemnity Co.
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Firestone Tire and Rubber Company, Portland, against Berke Brothers in the sum of $1,149.95 in connection with State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. The claim is for labor and material used in servicing tires for Allen E. Sackett, a sub-contractor for Berke Brothers, on this job.

Your company is furnished this information as it appears as surety on the performance bond furnished by Berke Brothers on the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

4-24-52, JK

COPY

RECEIVED
FOR FILING

3441

April 14, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the Firestone Tire and Rubber Company, 225 S. E. Main Street, Portland 14, stating that they have a claim against Berke Brothers and Allen E. Sackett, a subcontractor on State Highway Contract No. 3448 for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. The claim is in the sum of $1,149.95 for labor and material used in servicing tires, retreading and other repairs.

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAC:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 2[illegible]6
Hood River, Oregon

[illegible]D ON CARD
4-14-52

RECEIVED
APR 16 1952
FOR FILING

71-1151-J
2419

Mrs Lewis

April 14, 1952

Firestone Tire and Rubber Company
225 S. E. Main Street
Portland 14, Oregon

Attention: Mr. S. Tonneson
District Credit Manager

Gentlemen:

This is to acknowledge receipt of your letter dated April 11 in which you make claim against Berke Brothers and Allen E. Sackett, their sub-contractor, in the amount of $1,149.95 for labor and materials in servicing tires on State Highway Contract No. 3448.

If you have not already done so, it is suggested that you contact the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, as they furnished the performance bond on this contract which assures satisfactory completion of the work and payment of bills incurred on the contract. It is also suggested, if you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, that the claim be filed with the Secretary of State. For your convenience in preparing this filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. The contract was completed September 30, 1951, and accepted by the Commission December 20, 1951. In the meantime your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
4-14-52 (

GENERAL OFFICES
LOS ANGELES 54, CALIFORNIA

PORTLAND DISTRICT
225 S. E. MAIN ST.

THE Firestone
Tire & Rubber Company

HARVEY S. FIRESTONE
FOUNDER

PORTLAND 14, OREGON
April 11, 1952

Oregon State Highway Department
Salem, Oregon

"Notice, hereby, is given that the undersigned FIRESTONE TIRE & RUBBER COMPANY has a claim for labor and material used in servicing tires, re-treading, repairs and replacing worn out tires on the job, in the sum of $1,149.95 (one thousand one hundred forty-nine and 95/100 dollars) against the bond of Berke Bros, Prime Contractor and the Great American Indemnity Company for the work of sub-contractor, Allen Sackett, on State Highway job #3448.

Please acknowledge receipt of our claim.

THE FIRESTONE TIRE & RUBBER COMPANY

S. Tonneson

S. Tonneson
District Credit Manager

ST/nc

RECEIVED
APR 14 1952
OREGON
STATE HIGHWAY COMMISSION

4-14-52,5(

Listen to the Voice of Firestone every Monday Evening over N.B.C.

RECEIVED
FOR FILING
3448

April 7, 1952

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Rankin:

Your letter of March 24, 1952, addressed to the Oregon State Highway Commission, attention Mr. Ben R. Chandler, Chairman, and concerning the claim of the Hulden Motor Company of Arlington, Oregon, against A. A. Sackett, subcontractor under Berke Brothers, for services and materials rendered in connection with State Highway Contract No. 3448, has been referred to me for reply. As set forth in your letter, Mr. Floyd Query, Acting Secretary for the Highway Commission, advised you by letter dated October 23, 1951, that the claim will be noted in the Commission's records and that he would notify the Great American Indemnity Company, who provided the performance bond on this contract, and that the Great American Indemnity Company's agent in this instance is Wells-Reed Insurance Company, 412 Failing Building, Portland 4, Oregon. The Great American Indemnity Company was advised of this claim, and such notice was given to Great American Indemnity Company, for it is the surety upon the bond of Berke Brothers, which bond covers the entire contract, including the operations of subcontractors.

This office does not receive copies of contracts between the State's prime contractor and his subcontractors, nor do we receive copies of bonds covering the performance of the subcontractor, which bond is supplied for the protection of the prime contractor and his surety.

The Highway Commission is obligated pursuant to the provisions of O. C. L. A., § 98-101, to require its contractors to furnish performance bonds for the protection of persons furnishing services and materials in connection with the execution of the contracts with the State, and this obligation has been discharged by Berke Brothers furnishing a bond upon which the Great American Indemnity Company is surety covering Contract No. 3448. The Highway Commission has no obligation and cannot sit as a court or arbitrator to determine what claims are justified and what amounts of such claims are correct, for obviously if the Commission

attempted to arbitrate or quasi judicially determine such facts with respect to the many contracts which it enters into, the Commission would far exceed its authorities under the law and would so encumber its operations with such collateral work that either its highway construction program would be seriously hindered or a much larger administrative staff would be required to handle correspondence, make investigations and hold conferences and hearings with respect to contested claims.

Even though the Commission does not have an obligation to act as a collecter for creditors of its contractors, the Commission does do all that time and available personnel will reasonably permit in attempting to secure payment of such claims from either the contractor or his surety, and when payment has not been made, to advise the creditors when final payment is being made by the State so that they may pursue their remedies at law against the contractor and surety. In this particular instance we advised the Great American Indemnity Company by letter dated February 5, 1952, that final payment was ready to be made to the contractor, but that we were withholding payment temporarily until receipt of further advice as to the satisfaction of the several claims filed against the contractor, of which claims the surety company had been given notice. By letter dated February 7, 1952, we were advised by Mr. Fred C. Reed in behalf of the Great American Indemnity Company with respect to the Sackett claim as follows: "* * * that the claims filed against Allen E. Sackett, subcontractor, had all been filed with this office and that Berke Bros. have a bond covering the total amount of Mr. Sackett's sub-contract and that in our opinion the claims if properly chargeable against this contract would be covered by the bond of the Great American Indemnity Company covering the general contractor." Upon receipt of this letter from Mr. Reed final payment was made to Berke Brothers, for apparently the claim against Mr. Sackett was being questioned and we were not in a position to determine the correctness of such questioned claims, and with the assurance of the Great American Indemnity Company that if this claim were properly chargeable against the contract that it would be covered by the Great American Indemnity Company's bond.

I think the Highway Commission and this office has done all that it can do and certainly more than it is requested to do by law to secure payment of this claim and to protect the interests of the Hulden Motor Company, and if payment of the claim is not made, I suggest that your client follow the remedies provided in O. C. L. A., § 98-101, whereby upon furnishing this office with an affidavit, as set forth in the statute, we shall supply a certified copy of the contract and bond between the State and Berke Brothers, and the Hulden Motors Company, if the claim is properly chargeable against the contract, has a right of action and is authorized to bring suit in the name of the State of

Oregon for recovery of the claim, and Hulden Motors Company has protected its right to bring such action, as provided by law, by filing with the Secretary of State and this office a notice in the form set forth in the statute.

If we can be of any further service in this matter please advise.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

avh

ROBERT R. RANKIN
Attorney at Law
Yeon Building
Portland 4, Oregon

March 24, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Ben R. Chandler, Chairman

Dear Ben:

You will recall that last October Hulden Motor Company of Arlington, Oregon, sent me a claim for services and material given to A. E. Sackett, subcontractor under Berke Brothers, for materials supplied on that part of the work from Heppner Junction to Boardman Highway, under State Highway Contract No. 3448, in the sum of $1,255.81.

In addition to your information, the Secretary of State also gave instructions as to the manner of handling the claim on October 22, 1951, in compliance with which we immediately prepared a claim in behalf of Hulden Motor Company, verified by E. M. Hulden, President, and filed it with Oregon State Highway Commission, Floyd Query, Acting Secretary, and on October 23rd they advised me that "The claim will be noted in our records and we will notify the Great American Indemnity Co., who provided the performance bond on this contract. Their agent in this instance is Wells-Reed Insurance Co., 412 Failing Building, Portland 4, Oregon." And I so advised my client. We also had acknowledgment from Secretary of State Newbry.

Under date of February 6, 1952, the Highway Commission, through its Secretary, advised client that their records showed a claim filed by me under Contract 3448, on October 25, 1951, and desired to know the present status of the claim, and my client promptly advised them on February 7th that the claim was unpaid and asked for assistance. They heard nothing more and again repeated the request for information on March 14th, and on March 18th were advised by the Secretary of the Commission that the contract was completed on September 30, 1951, accepted by the Commission on December 20, 1951, and final payment made on March 5, 1952. This was of course long after they had notice of the filing of the claim of the Hulden Motor Company. They advised that the Great American Indemnity Company furnished the bond and that request should be made of them for payment.

On March 19th my client advised me of this fact and sent to me the original letter of the Secretary of the Commission to Hulden Motor & Implement Co., dated March 18th, and I, on the date of receipt, made demand on the Great American Indemnity Company. I am now enclosing a copy of a letter mailed to me by the Great American Indemnity Company, advising that the United Pacific is the responsible indemnity company.

COPY

Oregon State Highway Commission 3/24/52

Before I make any reply to the Great American Indemnity Company, I want to know that we have been correctly advised by the Commission as to the liability bond in this case. I do not in any way want to recognize the direction of the Great American Indemnity Company unless we were incorrectly advised as to the responsible party.

It would seem to me that the Highway Commission, having had notice of our claim and having had it filed with them long prior to settlement, would have taken care of this matter and seen that we were properly paid before final payment was made by the Commission and would not now be putting my client to the expense of making a demand on the indemnity company and securing direction as to some other party being liable. Having confidence in you personally, I would appreciate your advice as to the correct status of this case and such action as the Commission itself should have afforded in the first instance, or, if I am in error, please so advise.

With kindest personal regards, I am

Sincerely yours,

/s/ Robert R. Rankin

RRR/m
Enclosure

COPY

C O P Y

GREAT AMERICAN
INDEMNITY COMPANY

NEW YORK

Pacific Department
320 California St.
San Francisco 26

OREGON SERVICE OFFICE
409 Failing Building
Portland, Oregon

March 21st, 1952

Mr. Robert R. Rankin
Yeon Building
Portland, Oregon

Dear Mr. Rankin:

Re - State Highway Contract No. 3448
Berke Bros., Prime Contractors
Allen E. Sackett, Sub-Contractor

This will acknowledge receipt of your letter of March 20th, 1952 addressed to the Great American Indemnity Company and to the attention of Mr. Harvey Wells. Your letter has been referred to this office for acknowledgment and reply.

The advice given you by the Highway Department to the effect that this Company bonded Berke Bros. is correct. However, Mr. Sackett was in turn bonded by the United Pacific and that Company should respond to any claims for unpaid bills on the part of Mr. Sackett.

Very truly yours,

W. H. GARDNER

WHG/B B

COPY

RECEIVED
MAR 19 1952
FOR FILING

Miss Lewis

March 18, 1952

Hulden Motor & Implement Co.

Arlington, Oregon

Gentlemen:

This is to acknowledge your letter of March 14 concerning a claim you have against Allen E. Sackett on State Highway Contract No. 3448. We sincerely regret that your letter of February 7 has not come to our attention, and we do not know what may have happened to it.

For your information Contract No. 3448 was awarded to Berke Brothers, 7923 N. E. Halsey Street, Portland, Oregon, and Mr. Sackett operated as a sub-contractor for them. This contract was completed on September 30, 1951, and accepted by the Commission on December 20, 1951. Final payment was made on March 5, 1952. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond on this contract which not only assures satisfactory completion of the contract but also payment of all bills incurred in connection with it. If you have not already contacted the surety, it is suggested that you advise them of your claim.

We are assuming that your letter pertains to a claim which you have previously filed with the Secretary of State and with this office in the sum of $1,255.81.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

PHONE [illegible]W

HULDEN MOTOR & IMPLEMENT CO.

ARLINGTON, OREGON

SYMBOL OF SERVICE

INTERNATIONAL HARVESTER

INTERNATIONAL TRUCKS • TRACTORS • FARM MACHINERY

March 14, 1952

Oregon State Highway Dept.
Salem, Oregon

Attention: H.B.Glaisyer
Regards Allen E. Sackett
Contract No. 3448

Dear Mr. Glaisyer:

Would you please refer to the above and advise if your settlement with Allen E. Sackett has been completed on the above numbered contract.

As we wrote you February 7, 1952 and have heard nothing from you since that time, we would appreciate a report on the above.

Very truly yours,
Hulden Motor Co.

W R Kurtz

W. R. Kurtz
Mgr.

WRK:vw

REFERRED TO
BY SECRETARY

INTERNATIONAL

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 4, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3448	11-final	Parke Bros.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3079	B-35431	$ 14,953.96	3/3/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: extended to Sep. 30, 1951

Completion Date: Sep. 30, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: Payment release notwithstanding claims per advice of Chief Counsel

Remarks:

Date: 3-5-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 5 1952

NOTED ON CARD

RECEIVED
MAR 1952
FOR FILING

February 29, 1952

Raley, Kilkenny & Raley
Attorneys at Law
101 Southeast Byers Avenue
Pendleton, Oregon

Gentlemen:

We have your unsigned letter of February 28 in which you inquire as to the status of Contract No. 3448, awarded to Berke Brothers and on which Allen E. Sackett operated as a sub-contractor.

This contract was completed September 30, 1951, and accepted by the Commission December 20, 1951.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636
Air Mail

February 28, 1952

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Empire Machinery Company, Inc. have handed us your letter to them dated February 6, 1952, about the Allen E. Sackett subcontractor on State Highway Contract No. 3448. They have been partly paid by the bonding company, but there is an amount of $1,699.00 left unpaid, together with interest on said amount; also interest on the amount which was paid, but which interest was not paid upon, amounting to about $180.00.

We intend to file suit upon the bond shortly for the collection of these amounts. Please let us know the date of the completion of the contract with acceptance of the work by affirmative action of the State of Oregon, so that we may know how our time limit is running on this suit.

Yours truly,

RALEY, KILKENNY & RALEY

By:

REFERRED TO
BY SECRETARY

RECEIVED
MAR 1952
FOR FILING

21-145
3441

February 28, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by H. W. English for services furnished to Allen E. Sackett, a sub-contractor under Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. The claim is in the sum of $2,092.09.

This information is provided as your Company appears as surety on the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.
Attach.

cc - Berke Bros.
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED ON CARD

H. W. ENGLISH,)
Claimant,)
)
vs.)
)
BERKE BROS. and ALLEN E.)
SACKETT,)
Defendants...)

NO. 3448

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON, and
the OREGON STATE HIGHWAY COMMISSION.

NOTICE is hereby given that the undersigned, H. W. ENGLISH, of 1516 Taylor Street, Hood River, Oregon, has a claim for services performed and furnished to ALLEN E. SACKETT in the sum of TWO THOUSAND NINETY TWO and .09/100 ($2,092.09) against the bond taken from BERKE BROS. as principal and GREAT AMERICAN INDEMNITY COMPANY, as surety, and ALLEN E. SACKETT, as principal, and _____, as Surety, for the work of furnishing labor and services on the Oregon State Highway Commission job No. 3448 for grading and topping the Willow Creek - Boardman section of the Columbia River Highway in Morrow and Gillam counties, Oregon. That there is attached herewith itemized claims for the service rendered.

Dated this _____ day of February, 1952.

H. W. ENGLISH

STATE OF OREGON)
(ss. 11 February, 1952.
County of Hood River)

Personally appeared the within named H. W. ENGLISH and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

(Notarial Seal)
(SEAL)

W. WALTER PARKER
Notary Public for Oregon
My commission expires: March 7-1954

H. W. ENGLISH, Claimant,	)	
vs.	)	No. 3448
BERKE BROS. and ALLEN E. SACKETT, Defendants.....	)	NOTICE OF CLAIM "EXHIBIT A"

Itemized claim for services rendered by H. W. ENGLISH, claimant, to and for the defendants: Road construction machinery and equipment hauled from Baker, Oregon, to on the job location on the Willow Creek - Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, Oregon, on the dates and for which charges are made according to the amounts set opposite the dates below.

Nov. 15, 1950	$290.38
" 16,	238.38
" 17	196.36
" 20	175.74
" 21	175.74
" 27	238.38
" 30	238.38
Dec. 21	26.00
" 28	280.00
Jan. 25, 1951	84.80
Apr. 11	84.80
	$ 2,031.16
3% Fed. Trans. tax	60.93
Total Hauling	$ 2,092.09

H. W. ENGLISH

Endorsed:
FILE NO. 3327
FILED FEB. 18, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 1952
FOR FILING

February 28, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by H. W. English and Alyce English, d.b.a. English and Company, for materials furnished to Allen E. Sackett, a sub-contractor for Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. The amount of the claim is $8,364.95.

This information is furnished to your Company inasmuch as it appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Berke Bros.
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

NOTED ON CARD

H. W. ENGLISH and ALYCE E. ENGLISH, dba ENGLISH AND COMPANY,

Claimants,

vs.

BERKE BROS. and ALLEN E. SACKETT,

Defendants....

No. 3448

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION.

Notice is hereby given that H. W. ENGLISH and ALYCE E. ENGLISH, doing business as ENGLISH AND COMPANY, of 1516 Taylor Street, Hood River, Oregon, have a claim for materials furnished to the defendant, ALLEN E. SACKETT, as a sub contractor under Berke Bros., in the sum of EIGHT THOUSAND THREE HUNDRED SIXTY FOUR and 95/100 DOLLARS ($8,364.95) for powder and accessories furnished to the said Allen E. Sackett and such claim is against the bond taken from Allen E. Sackett, principal, and _____ _____, Surety, and against Berke Bros. as principal, and _____, as Surety, for the work of furnishing labor and materials on the Oregon State Highway Commission job number 3440 for grading and topping the Willow Creek-Boardman section of the Columbia River Highway in Morrow and Gilliam Counties, Oregon. There are attached herewith itemized claims for the materials rendered.

Dated this 11 day of February, 1952.

H. W. ENGLISH

STATE OF OREGON)
(ss.
County of Hood River)

11, February, 1952

Personally appeared the above named H. W. ENGLISH who being first duly sworn upon oath did say: That he is a member of the firm of English and Company and that he executed the foregoing instrument on behalf of said firm and as a member thereof and acknowledged the foregoing instrument to be the voluntary act and deed of said co-partnership. Before me:

(Notarial Seal)
(SEAL)

Notary Public for Oregon
My commission expires: March 7, 1954

H. T. [illegible] and [illegible] E. [illegible], dba [illegible] Co. [illegible],

Claimants,

vs.

BERKE BROS. and ALLEN E. SACKETT,

Defendants....

No. 3448

NOTICE OF CLAIM "EXHIBIT A"

The following is an itemized list of the materials for which claim is rendered:

Jan.	25 -	300 lbs. Loggers No.2	$ 48.00
	30 -	2 lbs con. wire	3.00
Feb.	2 -	100 No. 6 4ft. E.B. caps	13.90
		100 " 6ft. " "	14.05
"	4 -	100 No. 6 4ft. " "	13.90
"	11 -	50 " 4ft. " "	6.95
		50 " 6ft. " "	7.33
"	14 -	300 lbs A.C.E. No. 4	49.50
		200 " Gelex No. 1	36.50
		200 No.6 4ft. E.B. caps	27.80
		200 " 6ft. " "	29.30
"	16 -	200 " 8ft.	30.80
		200 " 10ft. " "	38.50
		one only 12ft. tamping stick	2.00
"	18 -	2 lbs con. wire	3.00
		250 ft. rolls Hazard single lead wire	25.00
		500 lbs A.C.E. No. 4	82.00
"	22 -	50 No.6 8 ft. 1st delay caps	10.75
		50 " " 2nd " "	11.00
		50 " " 3rd " "	11.25
"	25 -	500 lbs A.C.E. No. 4	82.50
		100 " Gelex No. 1	18.25
"	28 -	750 lbs. A.C.E. No. 4	123.75
March	11 -	50 No. 6 10ft. E.B. caps	10.33
		50 " 20ft. " "	11.83
		50 lbs. Gelex No. 1	9.13
		1,000 lbs. A.C.E. No. 4	165.00
"	13 -	200 No. 6 8ft. E.B. caps	30.80
		200 " 10ft. " "	32.30
"	17 -	1,000 lbs A.C.E. No.4	165.00
		50 lbs spec. gel. 60%	10.13
"	21 -	1,000 lbs. A.C.E. No. 4	165.00
		50 lbs spec. gel. 60%	10.13
		200 No.6 8ft. E.B. caps	30.80
		200 " 10ft. " "	32.30
"	25 -	1,000 A.C.E. No. 4	165.00
		50 lbs. spec. gel. 60%	10.13
		150 No. 6 8ft. E.B. caps	23.10
		200 " 10 ft. " "	32.30
"	27 -	300 lbs. spec. gel. 60%	60.75
		750 " A.C.E. No.4	123.75
		200 No.6 8ft. E.B. caps	29.30
"	29 -	1,000 lbs A.C.E. No. 4	165.00
		50 lbs spec. gel. 60%	10.13
		2 lbs. con. wire	3.00
		200 No. 6 8ft. E.B. caps	30.80
		300 " 24ft. " "	78.45
		100 " 100 No delay caps	21.75

Amount carried forward..... $ 2,114.14

	Amount brought forward	$ 2,114.14
April 2 -	500 No.6 4ft. E.B. caps	69.50
	500 " 6ft. " "	73.25
	500 " 8ft. " "	77.00
	300 lbs. spec. gel. 60%	60.75
	750 " R.C.B. No. 4	123.75
" 5 -	4,400 lbs R.C.B. No. 4	726.00
	300 lbs. spec. gel. 60%	60.75
	2 24ft. tamping sticks	7.00
" 12 -	100 No. 6 20 ft. E.B.caps	23.65
" 21 -	4,000 lbs. R.C.B. No. 4	660.00
	2,000 lbs. spec. gel. 40%	380.00
	500 lbs. " " 60%	101.25
	500 No. 6 6ft. E.B. caps	73.25
	500 " 8 ft. " "	77.00
	500 " 20ft. " "	118.25
	100 " 20ft. 25MS delay caps	29.25
May 3 -	500 lbs. spec. gel. 60%	101.25
" 5 -	1 chloride of silver cell installed in tester	3.00
" 11 -	6,000 lbs. R.C.B. No. 4	990.00
	500 No.6 6ft. E.B. caps	73.25
	500 " 8ft. " "	77.00
	500 " 16ft. " "	103.25
" 16 -	500 lbs.spec. gel. 40%	95.00
" 30 -	500 No.6 8ft. E.B. caps	77.00
	200 " 16ft. " "	41.30
	500 lbs. spec. gel. 40%	95.00
	300 " R.C.B. No.4	49.50
June 11 -	500 lbs. " "	82.50
	500 " spec. gel. 40%	95.00
	2 lbs. con. wire	2.50
	500 No.6 8ft. E.B. caps	77.00
" 13 -	750 lbs. spec. gel. 40%	142.50
	500 No. 6 8ft. E.B. caps	77.00
" 20 -	500 " " " "	77.00
July 2 -	100 lbs spec. gel. 40%	19.00
	500 No.6 8ft. E.B. caps	77.00
" 15 -	500 lbs. R.C.B. No. 4	82.50
	150 " spec. gel. 60%	30.38
	100 " " " 40%	19.00
	100 No.6 10ft. E.B. caps	16.15
	50 " 8ft. " "	7.70
	50 " 6ft.	7.33
	2 lbs. con. wire	2.50
" 17 -	500 No. 6 8ft. E.B. caps	77.00
" 27 -	750 lbs. R.C.B. No. 4	123.75
	250 " spec. gel. 40%	47.50
	200 No. 6 8ft. E.B. caps	30.80
	50 " 4ft. " "	6.95
Aug. 5 -	150 lbs spec. gel. 40%	28.50
	150 " R.C.B. No. 4	24.75
" 20 -	300 " " "	49.50
" 25 -	750 " " "	123.75
" 28 -	750 " " "	123.75
	100 No. 6 6ft. E.B. caps	14.65
" 30 -	100 lbs. spec. gel. 40%	19.00
	500 No.6 6ft. E.B. caps	73.25
" 31 -	500 lbs. R.C.B. No. 4	82.50
	200 " spec. gel. 40%	38.00
	200 No. 6 8ft. E.B. caps	30.80
Sept. 7 -	500 No. 6 6ft. E.B. caps	73.25
Jan. 25 -	100 No.6 4ft. E.B. caps	13.90
	100 No.6 6ft. E.B. caps	14.65
	300 lbs. Gelex No. 1	36.50
Feb. 28 -	100 No.6 10ft. E.B. caps	16.15
	100 No.6 16ft. E.B. caps	20.65
	TOTAL	$ 8,305.95

H. A. HAMILTON

ENDORSED:
FILE NO.3329
FILED FEB. 18,1952
EARL P. HANSEN, Secretary of State

	Amount brought forward	$ 2,114.14
April 2 -	500 No.6 4ft. E.B. caps	69.50
	500 " 6ft. " "	73.25
	500 " 8ft. " "	77.00
	300 lbs. spec. gel. 60%	60.75
	750 " R.C.B. No. 4	123.75
" 5 -	4,400 lbs R.C.B. No. 4	726.00
	300 lbs. spec. gel. 60%	60.75
	2 24ft. tamping sticks	7.00
" 12 -	100 No. 6 20 ft. E.B.caps	23.65
" 21 -	4,000 lbs. R.C.B. No. 4	660.00
	2,000 lbs. spec. gel. 40%	380.00
	500 lbs. " " 60%	101.25
	500 No. 6 6ft. E.B. caps	73.25
	500 " 8 ft. " "	77.00
	500 " 20ft. " "	118.25
	100 " 20ft. 25MS delay caps	29.25
May 3 -	500 lbs. spec. gel. 60%	101.25
" 5 -	1 chloride of silver cell installed in tester	3.00
" 11 -	6,000 lbs. R.C.B. No. 4	990.00
	500 No.6 6ft. E.B. caps	73.25
	500 " 8ft. " "	77.00
	500 " 16ft. " "	103.25
" 16 -	500 lbs.spec. gel. 40%	95.00
" 30 -	500 No.6 8ft. E.B. caps	77.00
	200 " 16ft. " "	41.30
	500 lbs. spec. gel. 40%	95.00
	300 " R.C.B. No.4	49.50
June 11 -	500 lbs. " "	82.50
	500 " spec. gel. 40%	95.00
	2 lbs. con. wire	2.50
	500 No.6 8ft. E.B. caps	77.00
" 13 -	750 lbs. spec. gel. 40%	142.50
	500 No. 6 8ft. E.B. caps	77.00
" 20 -	500 " " " "	77.00
July 2 -	100 lbs spec. gel. 40%	19.00
	500 No.6 8ft. E.B. caps	77.00
" 15 -	500 lbs. R.C.B. No. 4	82.50
	150 " spec. gel. 60%	30.38
	100 " " " 40%	19.00
	100 No.6 10ft. E.B. caps	16.15
	50 " 8ft. " "	7.70
	50 " 6ft.	7.33
	2 lbs. con. wire	2.50
" 17 -	500 No. 6 8ft. E.B. caps	77.00
" 27 -	750 lbs. R.C.B. No. 4	123.75
	250 " spec. gel. 40%	47.50
	200 No. 6 8ft. E.B. caps	30.80
	50 " 4ft. " "	6.95
Aug. 5 -	150 lbs spec. gel. 40%	28.50
	150 " R.C.B. No. 4	24.75
" 20 -	300 " " "	49.50
" 25 -	750 " " "	123.75
" 28 -	750 " " "	123.75
	100 No. 6 6ft. E.B. caps	14.65
" 30 -	100 lbs. spec. gel. 40%	19.00
	500 No.6 6ft. E.B. caps	73.25
" 31 -	500 lbs. R.C.B. No. 4	82.50
	200 " spec. gel. 40%	38.00
	200 No. 6 8ft. E.B. caps	30.80
Sept. 7 -	500 No. 6 6ft. E.B. caps	73.25
Jan. 25 -	100 No.6 4ft. E.B. caps	13.90
	100 No.6 6ft. E.B. caps	14.65
	300 lbs. Gelex No. 1	36.50
Feb. 28 -	100 No.6 10ft. E.B. caps	16.15

RECEIVED
MAR 4 1952
FOR FILING

February 28, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of February 18 to which was attached: 1) Three copies of a claim by H. W. English against Allen E. Sackett and Berke Brothers on State Highway Contract No. 3448 in the sum of $2,092.09; 2) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Oscar E. Joelson in the sum of $3,192.86 on Contract No. 3461; and 3) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Allen E. Sackett and Berke Brothers on Contract 3448 in the amount of $8,364.95.

Respectively, these claims bear your file Nos. 3327, 3328 and 3329.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 18, 1952

BY SECRETARY

OREGON STATE HIGHWAY COMMISSION
State Highway Building
SALEM, OREGON

Gentlemen:

We have received from Walter Parker of Baker and Parker, Pythian Building, Hood River, Oregon, and filed as of this date, the following notices of claim.

1 - Claim by H. W. English for services performed and furnished to Allen E. Sackett in the sum of $2,092.09, against the bond taken from Berke Bros., principal and Great American Indemnity Company, surety, and Allen E. Sackett, principal, and _____, Surety, for the work on the Willow Creek - Boardman section of the Columbia River Highway in Morrow and Gillam counties. Oregon State Highway Commission Job No.3448. Our File No. 3327.

2 - Claim by H. W. English and Alyce E. English doing business as English and Company, for materials furnished in the sum of $3,192.86, against the bond taken from Oscar E. Joelson, principal and Great American Indemnity Company, surety, for the work on the Weston section in Umatilla County. Oregon State Highway Commission job No. 3461. Our File No. 3328.

3 - Claim by H. W. English and Alyce E. English, dba English and Company, for materials furnished in the sum of $8,364.95, against the bond taken from Allen E. Sackett, principal, and _____ surety, and against Berke Bros., principal, and Great American Indemnity Company, surety, for the work on the Willow Creek-Boardman section of the Columbia River highway in Morrow and Gillam counties. Oregon State Highway Commission job number 3448. Our File No. 3329.

NOTED ON CARD

We are enclosing three copies of each claim for your information and filed.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl I. Newbry

Secretary of State.

M:Fb
Enc

NOTED ON CARD

RECEIVED
1952
FOR FILING

February 28, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of February 18 to which was attached: 1) Three copies of a claim by H. W. English against Allen E. Sackett and Berke Brothers on State Highway Contract No. 3448 in the sum of $2,092.09; 2) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Oscar E. Joelson in the sum of $3,192.86 on Contract No. 3461; and 3) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Allen E. Sackett and Berke Brothers on Contract 3448 in the amount of $8,364.95.

Respectively, these claims bear your file Nos. 3327, 3328 and 3329.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

RECEIVED
MAR 4 1952
FOR FILING

41-145(5)
3447

February 28, 1952

Mr. John D. Williams
Failing Building
Portland 4, Oregon

Dear Mr. Williams:

As requested in your letter of February 26th we are sending to you by separate mail a certified copy of State Highway Contract No. 3448 awarded to Berke Brothers for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

2.
encl. 2
Mrs. Lewis -
As you have received the claim -

JOHN D. WILLIAMS
ATTORNEY AND COUNSELOR
FAILING BUILDING
PORTLAND 4, OREGON

February 26, 1952.

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. M. A. Glaisyer.

Re: Job No. 3448.

Dear Mr. Glaisyer:

I herewith enclose an affidavit which I trust conforms to the provisions of Section 324, Oregon Laws 1945, and ask that you kindly send me a certified copy of the contract with Merke Bros. and their bond.

Yours very truly,

John D. Williams.

JDW:M

Enclosure

RECEIVED
FEB 27 1952
BY SECRETARY

AFFIDAVIT RE CLAIM OF UNION OIL COMPANY OF CALIFORNIA AGAINST BERKE BROS., CONTRACTORS, ON CONTRACT No. 3448, WILLOW CREEK-BOARDMAN SECTION OF COLUMBIA RIVER HIGHWAY, and GREAT AMERICAN INDEMNITY COMPANY.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, JOHN D. WILLIAMS, being first duly sworn upon oath, depose and say:

That I act as attorney for Union Oil Company of California in the State of Oregon, and have knowledge of the fact that between the first day of January, 1951 and the 15th day of September, 1951, Union Oil Company of California sold and delivered to Allen E. Sackett, subcontractor under Berke Bros. on Oregon State Highway Department Contract No. 3448, petroleum products which were used by said subcontractor in the performance of his subcontract on the Willow Creek-Boardman Section of Columbia River Highway in the amount of $11,759.04, no part of which has been paid.

That the above claim of $11,759.04 is in my hands for collection and that I am subscribing to this affidavit in pursuance of the provisions of Section 324, Oregon Laws 1945, as a basis for making application for a certified copy of said contract and the bond written by Great American Indemnity Company, surety.

John D. Williams.

Subscribed and sworn to before me this 26th day of February, 1952.

Ellen Hansen.
Notary Public for Oregon

My commission expires Oct. 1, 1952.

AFFIDAVIT.

JOHN D. WILLIAMS
ATTORNEY AND COUNSELLOR
FAILING BUILDING
PORTLAND 4, OREGON

RECEIVED
FOR FILE

February 19th, 1952

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Contract #3448
Prefix 25-1019 FI-145(5)

Willow Creek-Boardman
Grading and Topping

Contractor - Berke Bros.
Resident Engineer - J. H. Walker

	Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1	Clearing & Grubbing	All		$	$	1,958.94	2,700.00
1 & 2	Struct. Excavation	1,058.3	Cu. Yd.	5.00	4.46	4,720.37	5,291.50
1 & 2	Trench "	1,753.66	" "	2.00	2.31	4,071.90	3,517.32
1 & 2	General "	647,765.7	" "	0.41	0.446	276,075.92	265,583.94
1 & 2	Short Overhaul	1,466,762	Yd. Sta.	0.01	0.01	14,406.70	14,667.62
1 & 2	Long Overhaul	15,177.5	C-Yd. Sta.	0.40	0.35	5,330.76	6,071.00
1 & 2	Finishing R/B & Slopes	17.1	Mile	400.00	396.57	6,781.30	6,840.00
1 & 2	Rounding Cutbanks	40,461	Lin. Ft.	0.15	0.14	5,469.49	6,069.15
1	Excav. & Place Topsoil	4,117	Cu. Yd.	0.60	0.69	2,863.45	2,470.20
1	Truck Haul on Topsoil	1,256	Yd. Mi.	0.12	0.12	147.20	150.72
1	12" Corr. Metal Pipe	300	Lin. Ft.	2.50	2.09	626.28	750.00
1	18" " " "	3,209	" "	3.50	3.09	9,917.92	11,231.50
1	24" Corr. Metal Pipe, Extra Strength	366	" "	4.50	5.67	1,519.32	1,647.00
1	48" Corr. Metal Pipe	97	" "	17.00	13.29	1,288.66	1,649.00
1	48" Corr. Metal Pipe, Extra Strength	288	" "	26.00	21.50	6,198.29	7,384.00
1	36" Arch Type Corr. Metal Pipe	143	" "	12.00	10.76	1,539.36	1,716.00
1	43" Arch Type Corr. Metal Pipe	120	" "	15.00	13.22	1,586.86	1,800.00
1 & 3	Corr. Metal Siphon Pipe	307	" "	6.00	5.63	1,729.85	1,842.00
1 & 3	" " " "	279	" "	12.00	11.12	3,101.61	3,348.00
1	18" Concrete Pipe	15	" "	3.93	3.48	52.19	58.95
3	Class "A" Concrete in Irrigation Structures	73.77	Cu. Yd.	107.00	71.82	5,299.11	8,535.39
3	Mild Steel Reinforcement	4,479.33	Lb.	0.25	0.25	1,119.83	1,119.83

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3 Misc. Metal	663	Lb.	$0.70	0.70	$ 464.10	$ 464.10
3 Salvaging Temp. Pipe	8	Lin. Ft.	2.00	2.00	164.00	164.00
3 10" Steel Pipe	160	" "	7.00	5.60	896.00	1,120.00
3 Class "A" Concrete in Box Culvert	130.07	Cu. Yd.	63.00	54.50	15,30e.34	18,774.41
3 Metal Reinforcement	4,707	Lb.	0.11	0.12	5,604.84	5,604.84
1 Selected Roadbed Topping	180,509	Cu. Yd.	0.40	0.38	70,033.74	72,203.60
1 Hauling " "	997,372	Cu. Mi.	0.10	0.085	21,724.89	25,737.20
1 Sprinkling	5,143.05	M-Gal.	3.00	2.34	12,081.54	15,489.15
3 Furn. & Planting Trees	336	Each	4.00	4.00	1,344.00	1,344.00
3 Prep. Soil & Seeding	9.39	Acre	250.00	250.00	2,347.50	2,347.50
3 Grass Seed, Crested [illegible]	141.00	Lb.	0.75	0.75	107.51	107.51
3 " " , Sheep Fescue	72.00	"	1.50	1.50	108.14	108.14
3 Inorganic Fertilizer	61	Cwt.	4.50	4.50	274.50	274.50
1 Sprinkling Slope Areas	771.-	M-Gal.	4.00	4.34	1,855.98	3,169.20
3 PA #1, Furn. & Place 24" Galv. [illegible] Pipe	330	Lin. Ft.	0.3801	0.3801	130.40	130.40
3 PA #1, Furn. & Place Outlet [illegible]	7	Unit	11.00	11.00	77.00	77.00
3 PA #2, Furn. & Place Outlet [illegible]	1	"	15.00	15.00	104.01	104.00
1 PA #2, [illegible] Excavation	4,913	Cu. Yd.	0.40	0.4	1,917.44	1,134.00
1 PA #3, Haul on Borrow Exc.	5,225	Yd. Mi.	0.10	0.083	1[illegible]	420.50
1 PA #3, Prep. [illegible] of Channels .71	Mile	150.00	150.71	107.42	207.50
1 PA #3, Sprinkling	30.1	M-Gal.	3.00	2.34	7.71	34.50
PA #4, Furnishing Bronze Tablet, Cast [illegible]	1	Ea.	0.40	0.40	0.00	62.66
PA #4, Furnishing [illegible] Post, Steel Flange	1	"	0.00	0.00	87.71	87.91

Item	Quantity	Unit	Unit Price	Unit Cost	Total Cost	Gross Revenue
P[illegible], Parasite Larvae In-organic [illegible]. Vivaro	47	Ont.	[illegible].50	[illegible].50	[illegible]64.50	164.50
P[illegible]4, Parasite Larvae In-[illegible] in Tort. Nutlife	9	"	3.40	3.40	30.60	30.60
P[illegible]5, Count Adjustment, Favor of State	15	Pkt.	4.8[illegible]			- 72.00
					[illegible], [illegible].70	5[illegible], [illegible].4

	Gross Revenue	Total Cost	Profit			
1 Parke Bros.	[illegible],6[illegible].11	[illegible], [illegible].[illegible]	[illegible], [illegible].[illegible]		[illegible].2[illegible]	[illegible], [illegible].
Sackett	1[illegible],4[illegible].51	[illegible],1[illegible].[illegible]	[illegible],7[illegible].[illegible]		3.7[illegible]	[illegible].7[illegible]
Valley Chem. Co.	4[illegible],1[illegible].[illegible]	[illegible], [illegible].7[illegible]	1,1[illegible].87		[illegible].7[illegible]	
Total	5[illegible],[illegible]2.4	[illegible], [illegible].7[illegible]	[illegible],[illegible]4.[illegible]	[illegible].[illegible]7[illegible]	[illegible],[illegible]2.45	

Willow Creek-[illegible]
Contract [illegible]

Detail of Cost
[illegible]

Labor:

Labor		13,3[illegible].44
Labor Insurance		7,[illegible].10
		20,[illegible].74

Materials:

12" Corr. Metal [illegible]	[illegible] feet	1.[illegible]	564.60
12" " " [illegible]	14 "	2.45	3.[illegible]
10" " " Pipe	2,209 feet "	[illegible]	2,[illegible].12
10" " " [illegible]	106 "	4.[illegible]	4[illegible].10
24" " " Pipe	[illegible] feet "	5.[illegible]	1,4[illegible].48
24" " " [illegible]	10 "	5.70	57.00
48" " " Pipe	97 feet "	11.39	1,104.83
48" " " [illegible]	4 "	11.09	44.36
42" Corr. Metal Pipe, [illegible]	[illegible] feet "	10.44	5,[illegible].[illegible]
42" Corr. Metal [illegible]	13 "	16.60	215.80
36" Corr. Metal Pipe, [illegible]	142 feet "	7.55	1,072.65
36" Corr. Metal [illegible]	[illegible] "	[illegible]	[illegible].15
48" Corr. [illegible] Pipe, [illegible]	180 feet "	[illegible]	1,[illegible].20
42" Corr. [illegible] [illegible]	5 "	9.30	46.50
18" Corr. Metal Pipe, [illegible]	[illegible] feet "	[illegible]	1,0[illegible].31
18" Corr. [illegible] [illegible]	[illegible] "	10.[illegible]	1[illegible].30
30" Corr. Metal Pipe, [illegible]	422 feet "	7.41	3,[illegible].39
30" Corr. [illegible] [illegible]	10 "	15.[illegible]	151.50
12" Concrete [illegible]	[illegible] feet "	[illegible]	[illegible].25
			23,449.14

Equipment [illegible] Rental:

Equipment Rental, Owned	[illegible],2[illegible].2[illegible]
" " , Hired	2,[illegible].[illegible]
Oil, Oil and [illegible]	[illegible],[illegible].[illegible]
Fuel	[illegible],3[illegible].7[illegible]
[illegible] Repairs and Upkeep	1,3[illegible].24
[illegible] Tools [illegible] Supplies	[illegible],1[illegible].74
P.P.C.	[illegible].[illegible]
[illegible] P.P.C. Premiums	[illegible].[illegible]
Explosives	1,[illegible].30
[illegible]	[illegible],[illegible].[illegible]
General Overhead	[illegible],[illegible].[illegible]
	[illegible],[illegible].[illegible]

Total Cost . . . . . [illegible],[illegible].57

Willow Creek-Boardman
Contract #3448

Detail of Cost
Sackett

Labor:

Labor	74,579.48	
Labor Insurance	4,760.39	
		79,339.87

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	50,590.00	
" " (Hired)	2,835.00	
Gas, Oil & Grease	9,435.00	
Bond	987.03	
Move In, Freight & Cartage	1,118.86	
Small Tools & Misc. Supplies	405.65	
P.U.C.	94.61	
P.L. & P.D. Insurance	386.92	
Explosives	7,968.40	
General Overhead	3,948.13	
		77,769.60

Total Cost $157,109.47

Willow Creek-Fourdman
Contract 2276

Detail of Cost
Valley Construction Co.

Labor:

Labor	19,127.48	
Labor Insurance	1,[illegible]	
		[illegible]

Materials:

10" [illegible] Pipe & Fittings	[illegible].00	
6" Irrigation Pipe	[illegible].[illegible]	
Metal Reinforcement	[illegible].[illegible]	
[illegible]	[illegible].63	
Portland	[illegible].75	
Misc. Materials	59.70	
[illegible] Sand, Gravel	142.35	
" " , [illegible]	66.49	
Timber	77.[illegible]	
Incidental Materials	113.[illegible]	
Cement	9.45	
		[illegible].55

Equipment Rentals & Misc. Supplies:

[illegible] Rentals	[illegible].[illegible]	
[illegible] Oil & Grease	[illegible].00	
[illegible] Misc. Supplies	431.24	
Lumber	1,[illegible].00	
Tools, Repair & Storage	450.00	
Incidental	1,[illegible].77	
		[illegible].[illegible]

Total Cost . . . . . [illegible],[illegible].[illegible]

Willow Creek-Boardman
Contract #3448

Remarks:

This was a "Federal Aid Project" for [illegible] and topping 17.1 miles of highway on the Willow Creek-Boardman section of the Columbia River in Morrow and Gilliam counties.

This contract was bid December 18th, 1950, awarded January 5th, 1951. Work started January 5th, 1951. Project [illegible] September 30th, 1951.

Allen Sackett subcontracted a section of the excavation between Station 568+49 and approximately Station 7[illegible]. The D-8 cats and carryalls, two D-8 cats and Dorsey started to work at Station 630 - 698 on January 5th. Good progress was made on this excavation, as this material was sandy soil and some large boulders with the exception of a 15-foot cut between Station 630 and 635 where there were boulders 6' to 8' in diameter. These boulders were dozed into a fill west of Station 630. Under the boulders a slide rock formation was encountered. This material had to be drilled and blasted. This material was then moved with the D-8 cats and carryalls.

Sackett moved in a 1[illegible] cu. yd. shovel and two 6 cu. yd. dumpers to a rock cut at Station 750 on February 14th. This material had to be drilled and blasted. Progress on this excavation was slow due to poor supervision and equipment breakdown. This section was completed approximately March 30th, 1951. The shovel was then moved to a rock cut at Station [illegible] - 865 on April 1[illegible], 1951. Completed the shovel excavation on April 7[illegible], 195[illegible]. This material had to be drilled and blasted, and very slow progress was made on this section. The subcontractor suffered a loss on this job.

The contractor owned in his equipment [illegible] the east end of the project. [illegible] consisted of a trial and [illegible] over it three [illegible], one [illegible] can see [illegible] not used as a pavement. [illegible], one [illegible] was [illegible]. Starting at Station 740 and [illegible] to Station [illegible], at which point [illegible] drilled and blasted. Good [illegible], [illegible] personal [illegible] contractor [illegible] to [illegible] subject to [illegible] and [illegible].

[illegible] Station [illegible], [illegible] the [illegible] Station [illegible].

[illegible] Station [illegible], [illegible] over [illegible] and [illegible].

[illegible]

[illegible]

[illegible]

RECEIVED
FOR FILING

Feb. 18, 1952

Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

You will find enclosed the Final Estimate No. 11 on the Willow Creek-Boardman job Contract No. 3448. There is also attached Form No. A-159 signed before a Notary Public certifying we accept the amount shown as full and Final payment for work done on the above Contract, this form also certifies that all Labor, Material, Provisions and Supplies have been paid in full, You will note that we have added the exception of all the claims which have been filed against us for bill owing by the Sub-Contractor, Allen E. Sackett Co. of Hood River, Oregon.

Yours very truly,
Berke Bros.

By Emma C. Akins
Bookkeeper.

cc: to H.B. Claisyer

2/19/52 8:00 AM
Todd Carmichael to receive final payment & release filed against Sackett.

NOTED

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FOR FILING
MYRON E. SMITH
DICKINSON THATCHER

LAW OFFICES
MYRON E. SMITH
520 UNION OIL BUILDING
617 WEST 7TH STREET
LOS ANGELES 17, CALIFORNIA

MADISON 9-3261

February 15, 1952

State Highway Department
State of Oregon
Salem, Oregon

ALLEN E. SACKETT IN ACCOUNT WITH
UNION OIL COMPANY OF CALIFORNIA
$11,759.04

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Job No. 3448

Attention: Mr. H. B. Glaisyer

Gentlemen:

I want to acknowledge and thank you for your letter of February 13th explaining the status of your Oregon State Highway Contract No. 3448 and that it will not be possible for you to carry out the suggestion made in our letter of February 12th.

We readily appreciate from your explanation why it would not be feasible for you to act in a judicial capacity and deduct the Union Oil Company claim against Mr. Sackett, sub-contractor, from the funds payable to the original contractor, under the permissive provisions of Section 98-101 of Oregon Compiled Laws Annotated. We, too, feel that the protection afforded materialmen under the original bond should be adequate in this case and we are, therefore, forwarding our claim to Attorney John D. Williams, 1212 Failing Building, Portland 4, Oregon, so that suit, if necessary, may be filed on the bond.

We again want to express to you our appreciation for all your cooperation.

Yours very truly,

Myron E. Smith

MES:e

RECEIVED
FEB 17 1952
STATE HIGHWAY COMMISSION

RECEIVED
FEB 13 1952
FOR FILING

February 13, 1952

AIR MAIL

Mr. Myron E. Smith
Attorney at Law
520 Union Oil Building
617 West 7th Street
Los Angeles 17, California

Dear Mr. Smith:

Reference is made to your letter of February 12, 1952 concerning the claim of the Union Oil Company of California against Allen E. Sackett, sub-contractor under Berke Brothers in connection with the Oregon State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, Oregon.

It is noted that the claim of the Union Oil Company in the amount of $11,759.04 against Allen E. Sackett has not been satisfied, and you inquire if it will be possible for the Highway Commission to pay this claim out of the moneys owing to Berke Brothers in connection with this job under authority of the provisions of Section 98-101 O. C. L. A., which you quote.

I am sorry it will not be possible for the Highway Commission to disburse the funds as you suggest. There are a number of claims outstanding against this work, the aggregate of which greatly exceeds the amount due the contractor, and we consider that it would be unfair to apply the funds to the payment of one claim and ignore those remaining.

Berke Brothers are a responsible contractor, and the bond that they gave the Highway Commission in connection with this job was written by a responsible surety, The Great American Indemnity Company, whose local agent is Wells-Reed Insurance, Failing Building, Portland. It is my understanding that Mr. Sackett furnished Berke Brothers a bond in connection with his agreement for the sub-contract work, but I do not know the name of the company that wrote the bond.

The Great American Indemnity Company has been working on this project for some time, and I have been assured by the local representatives that the moneys remaining to be paid Berke Brothers will be applied for the payment of the claims as soon as the moneys have been released by the State Highway Department.

Mr. Myron E. Smith February 13, 1952

The claims on file with the State Highway Commission against this contract have been reviewed by the Highway Commission's Chief Counsel, who advises that the claims come within the provisions of Section 98-101, O. C. L. A., and that the claimants have their remedy under the provisions of that statute, so there is no legal obligation on the part of the State Highway Commission to any longer withhold final payment in connection with this job. In view of the Chief Counsel's advice, our Auditor has been authorized and instructed to pay the amount of the final estimate to Berk Brothers as soon as the warrant has been received from the Secretary of State. The amount of this final payment will be $14,950.96.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

LAW OFFICES
MYRON E. SMITH
520 UNION OIL BUILDING
617 WEST 7TH STREET
LOS ANGELES 17, CALIFORNIA

MYRON E. SMITH
DICKINSON THATCHER

MADISON 9-3261

February 12, 1952

AIR MAIL

State Highway Department
State of Oregon
Salem, Oregon

ALLEN E. SACKETT IN ACCOUNT WITH
UNION OIL COMPANY OF CALIFORNIA
$11,759.04

Oregon State Highway Commission
Job No. 3448

Attention: Mr. H. B. Glaisyer

Gentlemen:

We wish to acknowledge receipt today of your letter dated February 6 notifying us that you are now ready to release final payment to the original contractor on Oregon State Highway Contract No. 3448 and inquiring whether the claim of Union Oil Company of California filed January 14 with the Oregon Secretary of State for petroleum products in the sum of $11,759.04 supplied to Allen E. Sackett, subcontractor on the job, still remains unpaid.

We are very sorry to tell you that this indebtedness has not yet been paid and that we were about to make arrangements to have suit filed on the claim in Oregon when your letter arrived. Through our Company's Portland office, the surety for the original contractor on the job has been contacted on several occasions but thus far no arrangements whatever have been made for payment by the surety representing the original contractor, Burke Brothers, Inc., or by the original contractor itself or by the subcontractor, Allen E. Sackett, or by the surety which we are told bonded the subcontractor to the original contractor.

For our assistance in determining what steps must be taken to recover, it would be very greatly appreciated if you could tell us by early mail whether the final payment re-

ANSWERED
H B. GLAISYER

maining in your possession for the benefit of the original contractor is sufficient to cover this claim in full and, if so, whether you plan to deduct the amount of the Union Oil claim from such funds and issue a check in favor of Union Oil Company for the $11,759.04 owing. We ask this question of you in view of the provisions contained in Section 98-101 of Oregon Compiled Laws Annotated which in part is, we understand, as follows:

> "Every contract made with the state, county, school district, municipality, municipal corporation or subdivision thereof shall contain a condition that the contractor shall promptly, as due, make payment to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. . . . and such contract shall contain the further clause or condition that should any such contractor fail, neglect or refuse to make prompt payment of any claim for labor or services, furnished by any person in connection with such contract as said claim becomes due, whether said services and labor be performed for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims. . . ."

Under this section, we sincerely trust that it will be possible for you to arrange for payment of this claim out of the contract money so that it will be unnecessary for us to go to the expense of filing suit on the claim. We want you to know that we appreciate all your cooperation very much. If there is anything whatever that Union Oil Company can do to help bring this to an early conclusion, we shall see that everything possible is done that you recommend.

RECEIVED
FOR FILING

February 13, 1952

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

We have your letter of February 11 to which was attached copies of three different claims:

1. Claim of H. W. English against Berke Bros. and Allen E. Sackett for $2,092.09 on Contract 3448.

2. Claim of English and Company against Berke Bros. and Allen E. Sackett in the sum of $8,365.95 on the same contract.

3. Claim of English and Company against Oscar E. Joelson in the sum of $3,192.86 on Contract 3461.

We note that the Notice of Claim form is addressed to the Secretary of State and to the Oregon State Highway Commission. We are assuming that a copy has been sent to the Secretary of State for filing with that office, so we are retaining the copies attached to your letter.

These claims will be noted in our contract records and we will advise the contractors and the sureties that they have been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

[redacted]IVED
[redacted]1952
[redacted]ILING

February 13, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received from attorneys Baker and Parker of Hood River, Oregon, two claims against Allen E. Sackett and Berke Bros. on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. One of these claims is by H. W. English in the amount of $2,092.09 for hauling Mr. Sackett's equipment from Baker to the contract job site. The other claim is by English and Company in the amount of $8,365.95 for powder and blasting supplies furnished to Mr. Sackett.

This information is provided as your Company appears as surety on the performance bond furnished with highway contract No. 3448.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

F&Rrmd

cc - Berke Bros.
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
802 Ninth Street
Hood River, Oregon

H. W. ENGLISH,

Claimant,

vs.

BERKE BROS. and ALLEN E. SACKETT,

Defendants...

No. 3448

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, H. W. ENGLISH, of 1516 Taylor Street, Hood River, Oregon, has a claim for services performed and furnished to ALLEN E. SACKETT in the sum of TWO THOUSAND NINETY TWO and .09/100 ($2,092.09) against the bond taken from BERKE BROS. as principal and GREAT AMERICAN INDEMNITY COMPANY, as surety, and ALLEN E. SACKETT, as principal, and sub-contractor and _____, as Surety, for the work of furnishing labor and services on the Oregon State Highway Commission job No. 3448 for grading and topping the Willow Creek - Boardman section of the Columbia River Highway in Morrow and Gillam counties, Oregon. That there is attached herewith itemized claims for the service rendered.

Dated this 11th day of February, 1952.

H. W. English

STATE OF OREGON)
County of Hood River) ss. 11 February, 1952.

Personally appeared the within named H. W. ENGLISH and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires: March 7-1954

(SEAL)

H. W. ENGLISH, Claimant,	)	No. 3448
vs.	)	NOTICE OF CLAIM "EXHIBIT A"
BERKE BROS. and ALLEN E. SACKETT, Defendants....	)	

Itemized claim for services rendered by H. W. ENGLISH, claimant, to and for the defendants: Road construction machinery and equipment hauled from Baker, Oregon, to on the job location on the Willow Creek - Boardman section of the Columbia River Highway in Morrow and Gillam Counties, Oregon, on the dates and for which charges are made according to the amounts set opposite the dates below:

Nov. 15, 1950	$290.58
" 16,	238.38
" 17	198.36
" 20	175.74
" 21	175.74
" 27	238.38
" 30	238.38
Dec. 21	26.00
" 28	280.00
Jan. 25, 1951	84.80
Apr. 11	84.80
	$ 2,031.16
3% Fed. Trans. tax	60.93
Total Hauling	$ 2,092.09

H. W. English

H. W. ENGLISH and ALYCE E. ENGLISH, dba ENGLISH AND COMPANY, Claimants, vs. BERKE BROS. and ALLEN E. SACKETT, Defendants...	No. 3448 NOTICE OF CLAIM

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that H. W. ENGLISH and ALYCE E. ENGLISH, doing business as ENGLISH AND COMPANY, of 1516 Taylor Street, Hood River, Oregon, have a claim for materials furnished to the defendant, ALLEN E. SACKETT, as a sub contractor under Berke Bros., in the sum of EIGHT THOUSAND THREE HUNDRED SIXTY FOUR and 95/100 DOLLARS ($8,364.95) for powder and accessories furnished to the said Allen E. Sackett and such claim is against the bond taken from Allen E. Sackett, principal, and _____ _____ _____, Surety, and against Berke Bros. as principal, and GREAT AMERICAN INDEMNITY COMPANY as Surety, for the work of furnishing labor and materials on the Oregon State Highway Commission job number 3448 for grading and topping the Willow Creek-Boardman section of the Columbia River Highway in Morrow and Gillam counties, Oregon. There are attached herewith itemized claims for the materials rendered.

Dated this 11th day of February, 1952.

H. W. English

STATE OF OREGON)
(ss. 11, February, 1952
County of Hood River)

Personally appeared the above named H. W. ENGLISH who being first duly sworn upon oath did say: That he is a member of the firm of English and Company and that he executed the foregoing instrument on behalf of said firm and as a member thereof and acknowledged the foregoing instrument to be the voluntary act and deed of said co-partnership. Before me:

M. Dawson Parker
Notary Public for Oregon
My commission expires: March 7, 1954

(SEAL)

H. W. ENGLISH and ALYCE E. ENGLISH, dba ENGLISH AND COMPANY,

Claimants,

vs.

BERKE BROS. and ALLEN E. SACKETT,

Defendants...

No. 3448

NOTICE OF CLAIM
"EXHIBIT A"

The following is an itemized list of the materials for which claim is rendered:

Jan.	25 -	300 lbs. Loggers No.2	$ 48.00
	30 -	2 lbs con. wire	3.00
Feb.	2 -	100 No. 6 4ft. E.B. caps	13.90
		100 " 6ft. " "	14.65
"	4 -	100 No. 6 4ft. " "	13.90
"	11 -	50 " 4ft. " "	6.95
		50 " 6ft. " "	7.33
"	14 -	300 lbs R.C.B. No. 4	49.50
		200 " Gelex No. 1	36.50
		200 No.6 4ft. E.B. caps	27.80
		200 " 6ft. " "	29.30
"	16 -	200 " 8ft.	30.80
		200 " 16ft. " "	36.30
		one only 12ft. tamping stick	2.00
"	18 -	2 lbs con. wire	3.00
		250 ft. roll Hazard single lead wire	25.00
		500 lbs R.C.B. No. 4	82.00
"	22 -	50 No.6 8 ft. 1st delay caps	10.75
		50 " " 2nd " "	11.00
		50 " " 3rd " "	11.25
"	25 -	500 lbs R.C. B. No. 4	82.50
		100 " Gelex No. 1	18.25
"	28 -	750 lbs. R.C.B. No. 4	123.75
March	11-	50 No. 6 16ft. E.B. caps	10.33
		50 " 20ft. " "	11.83
		50 lbs. Gelex No. 1	9.13
		1,000 lbs. R.C.B. No. 4	165.00
"	13 -	200 No. 6 8ft. E.B. caps	30.80
		200 " 10ft. " "	32.30
"	17 -	1,000 lbs R.C.B. No. 4	165.00
		50 lbs spec. gel. 60%	10.13
"	21 -	1,000 lbs. R.C.B. No. 4	165.00
		50 lbs spec. gel. 60%	10.13
		200 No.6 8ft. E.B. caps	30.80
		200 " 10ft. " "	32.30
"	25 -	1,000 R.C.B. No. 4	165.00
		50 lbs. spec. gel. 60%	10.13
		150 No. 6 8ft. E.B. caps	23.10
		200 " 10ft. " "	32.30
"	27 -	300 lbs. spec. gel. 60%	60.75
		750 " R.C.B. No. 4	123.75
		200 No. 6 6ft. E.B. caps	29.30
"	29 -	1,000 lbs R.C.B. No. 4	165.00
		50 lbs spec. gel. 60%	10.13
		2 lbs. con. wire	3.00
		200 No. 6 8ft. E.B. caps	30.80
		300 " 24ft. " "	78.45
		100 " 100 MS delay caps	21.75

Amount carried forward ..... $ 2,114.14

I & E.

		Amount brought forward	$ 2,114.14
April	2	- 500 No.6 4ft. E.B. caps	69.50
		500 " 6ft. " "	73.25
		500 " 8ft. " "	77.00
		300 lbs. spec. gel. 60%	60.75
		750 " R.C.B. No. 4	123.75
"	5	- 4,400 lbs R.C.B. No. 4	726.00
		300 lbs. spec. gel. 60%	60.75
		2 24ft. tamping sticks	7.00
"	12	- 100 No. 6 20 ft. E.B.caps	23.65
"	21	- 4,000 lbs. R.C.B. No. 4	660.00
		2,000 lbs. spec. gel. 40%	380.00
		500 lbs. " " 60%	101.25
		500 No. 6 6ft. E.B. caps	73.25
		500 " 8ft. " "	77.00
		500 " 20ft. " "	118.25
		100 " 20ft. 25MS delay caps	29.25
May	3	- 500 lbs. spec. gel. 60%	101.25
"	5	- 1 chloride of silver cell installed in tester	3.00
"	11	- 6,000. lbs. R.C.B. No. 4	990.00
		500 No.6 6ft. E.B. caps	73.25
		500 " 8ft. " "	77.00
		500 " 16ft. " "	103.25
"	16	- 500 lbs spec. gel. 40%	95.00
"	30	- 500 No.6 8ft. E.B. caps	77.00
		200 " 16ft. " "	41.30
		500 lbs. spec. gel. 40%	95.00
		300 " R.C.B. No. 4	49.50
June	11	- 500 lbs. " "	82.50
		500 " spec. gel. 40%	95.00
		2 lbs. con. wire	2.50
		500 No.6 8ft. E.B. caps	77.00
"	13	- 750 lbs. spec. gel. 40%	142.50
		500 No. 6 8ft. E.B. caps	77.00
"	20	- 500 " " " "	77.00
July	2	- 100 lbs spec. gel. 40%	19.00
		500 No.6 8ft. E.B. caps	77.00
"	15	- 500 lbs. R.C.B. No. 4	82.50
		150 " spec. gel. 60%	30.38
		100 " " " 40%	19.00
		100 No.6 10ft. E.B. caps	16.15
		50 " 8ft. " "	7.70
		50 " 6ft.	7.33
		2 lbs. con. wire	2.50
"	17	- 500 No. 6 8ft. E.B. caps	77.00
"	27	- 750 lbs. R.C.B. No. 4	123.75
		250 " spec. gel. 40%	47.50
		200 No. 6 8ft. E.B. caps	30.80
		50 " 4ft. " "	6.95
Aug.	5	- 150 lbs spec. gel. 40%	28.50
		150 " R.C.B. No. 4	24.75
"	20	- 300 " " "	49.50
"	25	- 750 " " "	123.75
"	28	- 750 " " "	123.75
		100 No. 6 6ft. E.B. caps	14.65
"	30	- 100 lbs. spec. gel. 40%	19.00
		500 No.6 6ft. E.B. caps	73.25
"	31	- 500 lbs. R.C.B. No. 4	82.50
		200 " spec. gel. 40%	38.00
		200 No. 6 8ft. E.B. caps	30.80
Sept.	7	- 500 No. 6 6ft. E.B. caps	73.25
Jan.	25	- 100 No.6 4ft. E.B. caps	13.90
		100 No. 6 6ft. E.B. caps	14.65
		300 lbs. Gelex No. 1	36.50
Feb.	28	- 100 No.6 10ft. E.B. caps	16.15
		100 No.6 16ft. E.B. caps	20.65
		TOTAL	$ 8,365.95

J. W. English

RECEIVED
MAR 1 '52
FOR FILING

71-145(5)
3-1-1

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE—OMAHA, NEBRASKA
P.O. Box 491
LONGVIEW, WASHINGTON

February 11, 1952

Mr. E. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Your request of February 6, 1952 received this date, asking for status of our claim against Allen E. Sacket, subcontractor on State Highway contract No. 3[illegible], Willow Creek - Boardman Section of the Columbia River Highway, this claim is for labor, rental and other services in the amount of $ 233.25.

Please be advised that the claim of $ 233.25 is still due Peter Kiewit Sons' Co., efforts on our part to collect the amount due have failed.

Very truly yours

Peter Kiewit Sons' Co.

By Ivan W. Brennbach
Ivan W. Brennbach

NOTED
F. QUERY

IWB/ww
file

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FOR FILING
[illegible]
COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON
[illegible], 1952

341

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

Oregon State Highway [illegible]
State Highway [illegible]
Salem, Oregon

ATTENTION: MR. L. E. [illegible]

Re: Two letters dated [illegible], 1952, in regard to State Highway Contract No. 5440, Allen L. Packett, Our No. [illegible]

Gentlemen:

The claim filed by this commission on September 19, 1951, of $1127.41 was later amended by [illegible] of December 27, 1951, to include additional contributions for, leaving a new balance of $1772.73. The balance of $1772.12 is still delinquent.

It will be sincerely appreciated if at the time final settlement is made on this account under the Highway Contract No. 5440 covering the Willow Creek-Heppner Section of the Columbia River Highway that contribution of $1772.73 to the State Industrial Accident Commission be remitted to us.

Very truly yours,

[illegible]

H. E. Stone
Assistant Secretary

HES:m

REFERRED TO [illegible]
BY SECRETARY

NOTED
F. QUERY

2-11-52

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DEC 18 1952
FOR FILING

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

John Baker
Vawter Parker

Telephone 4404

Law Offices of
BAKER and PARKER
Pythian Building
Hood River, Oregon

February 11, 1952

REGISTERED MAIL
RETURN RECEIPT

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: English and Company

Gentlemen:

For H. W. English we are enclosing the following claims:

1. Claim of H. W. English against Berke Bros. and Allen E. Sackett for $2,092.09 for hauling equipment.
2. Claim of English and Company against Berke Bros. and Allen E. Sackett for powder and blasting accessories furnished to Allen E. Sackett in the amount of $8,365.95.
3. Claim of English and Company against Oscar E. Joelson for powder and blasting accessories furnished to Oscar E. Joelson on the Weston rock furnishing job.

Would you please asknowledge receipt of these claims.

Sincerely yours,

/s/ Vawter Parker
Vawter Parker

COPY

VP:mr
Encls. 3

RECEIVED
FEB 14 1952
FOR FILING

February 8, 1952

Great American Indemnity Company
W. lls-R ed Insurance
General Agents
412 Failing Building
Portland 4, Oregon

Attention: Mr. Fred C. Reed

Gentlemen:

In acknowledging your letter of February 7, 1952 concerning payment of the final estimate to Berke Bros. in connection with State Highway Contract 3448, I wish to say that Mr. Enfield is now studying the matter and your request for the immediate release of the final payment in connection with this job.

I am handing him a copy of your letter of February 7, 1952 for his information in this study. The matter will be expedited as much as possible.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Berke Bros.
C. W. Enfield

2-8-52, OK

WELLS-REED INSURANCE • General Agents
413 FAILING BUILDING • ATWATER 7305 • PORTLAND 4, OREGON

February 7, 1952

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to thank you for your letter of February 5 advising that final payment in the amount of $14,950.96 is ready to be released to the contractor, Berke Bros., for the work performed under contract No. 3448, Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

This will also confirm the writer's phone conversation with Mr. Glaisyer and Mr. Enfield wherein it was pointed out that the claims filed against Allen E. Sackett, sub-contractor, had all been filed with this office and that Berke Bros. have a bond covering the total amount of Mr. Sackett's sub-contract and that in our opinion the claims if properly chargeable against this contract would be covered by the bond of the Great American Indemnity Company covering the general contractor. Therefore, it would appear that withholding the final payment until the dispute between the contractor and sub-contractor is settled is undue burden to place upon the contractor.

We understand that Mr. Enfield is investigating the matter and will appreciate a favorable consideration of the release of these funds to the contractor.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By Fred Reed

FCR:dw
cc: Berke Bros.

ACKNOWLEDGED
H. B. GLAISYER
2-9-52

RECEIVED
FEB 14 1952
FOR FILING

Miss Lewis

February 8, 1952

Mr. C. H. Maison, Manager
Accounting Division

OFFICE

It is my understanding that you are ready to release final payment to Berke Bros. for work performed under constract No. 3448 awarded to that company for construction of the Willow Creek-Boardman Section of the Columbia River Highway, said final payment being in the amount of $14,950.96, but you are holding the warrant covering this payment at my request because of claims outstanding against the work.

I have consulted with the Chief Counsel, Mr. C. W. Enfield, who advises me that he has reviewed the file concerning this contract, and it appears to him that the claims that have been filed come within the provisions of O. C. L. A. Section 98-101 and that the claimants have their remedy under the provisions of that statute. Mr. Enfield advises me that there is no necessity for withholding any longer final payment in connection with this contract, so you may therefore consider this letter as authority to release payment in the customary manner as soon as you have received it from the Secretary of State.

the warrant

Secretary

HBG:ls

cc: F. A. Query,
attention: Mrs. Lewis

NOTED ON CARD
2-5-52

RECEIVED
FEB 14 1952
FOR FILING

3447-1
3447

February 8, 1952

Mr. Fred C. Reed
Wells-Reed Insurance
Failing Building
Portland 4, Oregon

Dear Mr. Reed:

This note is simply to inform you that our Chief Counsel, Mr. C. W. Enfield, has reviewed the files in connection with Berke Bros. Contract No. 3448 for construction of the Willow Creek-Boardman Section of the Columbia River Highway, and he now advises me that the claims on file against the work come within the provisions of the statute, so, in his estimation, the claimants have their remedy under the provision of this law.

Therefore, there is no necessity for us to withhold any longer the payment of the final estimate which, as stated in my letter of February 5, 1952, amounts to $14,950.96.

I have today instructed the Auditor to release this payment as soon as he receives the warrant from the Secretary of State.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Berke Bros.

NOTED ON CARD
2-8-52 JC

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FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8, 1952

SUBJECT: Berke Bros. Contract
No. 3448

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

I have reviewed your file concerning the above contract forwarded to this office, together with your letter of February 7, 1952. It appears that the claims that have been filed concerning this contract come within the provisions of O. C. L. A., § 98-101, and that the claimants have their remedy under the provisions of this statute, and that there is no necessity for withholding final payment upon this contract.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh

auditor
LETTER TO Reed
DATE 2/8

REFERRED TO
BY SECRETARY

record on cond

2-8-52

COMPA

OREGON

FOR FILING

3448

WRITTEN FROM

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltsel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

REFERRED TO

BY SECRETARY

RECEIVED
FOR FILING

K. C. LACK CONSTRUCTION CO.
P. O. Box 0134
Milton-Freewater, Oregon

February 8, 1952

Oregon State Highway Commission
Salem, Oregon
Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

In answer to your letter of February 6, 1952, concerning our claim filed against Allen E. Sackett. No one has ever contacted us or offered to pay on said claim. If there is any additional papers to file to maintain a claim for the $135 due us, we wish to do so.

Very truly yours,
K. C. LACK CONSTRUCTION CO.
BY Kenneth C. Lack

KCL/fl

REFERRED TO
BY SECRETARY

FILE
QUERY

2-8-52

RECEIVED
MAR 1 3 1952
FOR FILING

480 E. Dartmouth st.
Gladstone, Oregon
February 7, 1952

Dear Sir:

In reference to Allan E. Sackett, subcontractor on the Willow Creek, Boardman section.

The claim has not been paid.

I appreciate your letter. Would like to see this cleared up, as soon as possible.

Sincerely Yours

D. W. Voreis

REFERRED TO
BY SECRETARY

NOTED
F. QUERY

RECEIVED
MAR 1 - 1952
FOR FILING

PHONE:

HULDEN MOTOR COMPANY

ARLINGTON, OREGON

SYMBOL OF SERVICE

INTERNATIONAL HARVESTER

INTERNATIONAL TRUCKS • TRACTORS • FARM MACHINERY

91-14

3441

February 7, 1952

Oregon State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer

Gentlemen:

Your communication dated 2-6-52 received this A.M. regarding our claim against Allen E. Sackett, sub-contractor on highway contract No. 3488.

This claim to date is as per your letter $1255.81 no part of which has been paid.

Would appreciate very mucy your taking care of this claim for us.

RECEIVED
FEB 8 1952
BY SECRETARY

Yours very truly
Hulden Motor Co.

W. R. Kurtz by vw
W. R. Kurtz

NOTED
F. QUERY

WRK:vw

2-7-52

INTERNATIONAL

RECEIVED
FEB 13 1952
FILING

Westland Equipment Company

Phone,
MUrdock 2343
6338

BIT SERVICE
660 N. TILLAMOOK STREET
PORTLAND 12, OREGON

CONTRACTORS EQUIPMENT
RENTAL - SALES - SERVICE

31 ... 1)
34w1

February 7, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secty.

With reference to your letter of February 6th, we wish to advise that our claim in the amount of $718.37 against Allen E. Sackett, subcontractor on State Highway Contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway has not been paid.

Very truly yours,

WESTLAND EQUIPMENT COMPANY

By P. W. Benson
P. W. Benson

Registered Mail

F. QUERY

2-7-52

RECEIVED
FEB 14 1952
FOR FILING

February 7, 1952
Salem, Oregon

Berke Bros. Contract No. 3448

Mr. C. W. Enfield
Chief Counsel

Dear Mr. Enfield:

I hand you herewith my entire file on Contract No. 3448 awarded Berke Bros. for construction on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

We are ready to make final payment to Berke Bros. in connection with this job, in the amount of $14,950.96 but seek your advice before doing so on account of the many claims that have been filed against the work. These total $24,850.25. They are all against Mr. Allen E. Sackett, sub-contractor, who incidentally has filed a claim against Berke Bros. in the amount of $56,884.38.

The Surety on Berke Bros. bond, the Great American Indemnity Company, has inquired whether or not there is anything it can do to secure the release of the final payment.

Will you please advise me and return the file when you are through with it.

Respectfully yours,

Secretary

HBG:mhs
encl.
cc: G. Lewis
Files

2-7-52

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

Mr. D. W. Voreis
Gladstone
Oregon

Dear Mr. Voreis:

Our records show a claim was filed by you on May 28, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448, covering the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties. This claim is for tractor rental in the amount of $1,500.00.

Will you please advise this office by return mail as to whether or not your claim has been satisfied so we can release final payment to the contractor at the earliest possible date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52 g F

FEB 7 1952
FOR FILING

February 6, 1950

Westland Equipment Co.
660 North Tillamook St.
Portland 12, Oregon

Attention: P. W. Benson, Office Manager

Gentlemen:

Our records disclose a claim filed by you on September 7, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, in the amount of $718.37.

Will you please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52 gf

RECEIVED
FEB 7 1952
FOR FILING

3441

February 6, 1952

Empire Machinery Company, Inc.
1849 S. W. Court Avenue
Pendleton, Oregon

Gentlemen:

Our records disclose a claim filed by you on September 10, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for materials and labor amounting to $5,424.22.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52 gl

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

K. C. Dack Construction Co.
P. O. Box 0134
Milton-Freewater
Oregon

Gentlemen:

Our records disclose a claim filed by you on September 19, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for rental of equipment amounting to $135.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52, gl

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: H. E. Osborn,
Assistant Commissioner

Gentlemen:

Our records show that a claim was filed by your Commission on September 18, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for unpaid contributions in the amount of $1,127.41.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52 gl

RECEIVED
FEB 7 1952
FOR FILING

3447

February 6, 1952

Columbia Equipment Co.
1240 S. E. 12th Ave.
Portland 14, Oregon

Attention: F. L. Jerome
Executive Vice President

Gentlemen:

Our records disclose a claim filed by you on October 9, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for equipment parts amounting to $924.42.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

POSTED ON CARD
2-6-52 J

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

Hulden Motor Company
Arlington
Oregon

Gentlemen:

Our records show that a claim was filed by you through your attorney, Robert R. Rankin, against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway. The claim was filed with us on October 25, 1951 in the amount of $1,255.81 for material furnished.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-53, JF

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

Peter Kiewit Sons' Co.
P. O. Box 345
Boardman, Oregon

Gentlemen:

Our records disclose a claim filed by you on October 25, 1951 against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for labor, rentals and other service in the amount of $233.25.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

2-6-52, gl

...CEIVED
...7 1952
...OR FILING

February 6, 1952

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: H. E. Osborn,
Assistant Commissioner

Gentlemen:

Our records disclose a claim filed by your Commission on December 27, 1951 against Allen E. Sackett, subcontractor on State Highway Contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway, for contributions in the sum of $1,772.73.

Will you please advise us at your earliest convenience as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2-6-52 J

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

Myron E. Smith, Attorney
520 Union Oil Bldg.
Los Angeles 17, Calif.

Dear Sir:

Our records disclose a claim filed by you on January 14, 1951 on behalf of the Union Oil Company of California against Allen E. Sackett, subcontractor on State Highway contract No. 3448 covering the Willow Creek-Boardman Section of the Columbia River Highway. This claim is for petroleum products in the sum of $11,759.04.

Please advise this office by return mail as to the present status of your claim as we are ready to release final payment to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

1 CAMC
2-4-52,8

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FEB 7 1952
FOR FILING

2111

File

February 5, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3448 for work performed on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties was completed by the contractor, Berke Bros., on September 30 and was formally accepted by the Highway Commission on December 20, 1951.

Final payment in the amount of $14,950.96 is ready to be released to the contractor, however, in view of the numerous claims filed against this project we are instructing our auditor to withhold the final payment until all claims are satisfied and this office advised. A list of the claims filed with us is attached hereto. The total contract amount is $504,212.24, and no force account work was performed on the project.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
2 5 1 2

LIST OF CLAIMS FILED AGAINST ALLEN E.SACKETT,SUBCONTRACTOR ON CONTRACT NO.3448

5-28-51	D. W. Voreis	Tractor rental	$ 1,500.00
9-7-51	Westland Equipment Co.	Claim	718.37
9-12-51	Empire Machinery Co.	Materials & labor	5,424.22
9-18-51	State Ind. Accident Com	Payroll Contributions	1,127.41
9-19-51	K.C. Dack Construction Co.	Equipment rental	135.00
10-9-51	Columbia Equipment Co.	Equipment parts	924.42
10-25-51	Hulden Motor Co.	Materials	1,255.81
10-26-51	Peter Kiewit Sons' Co.	Labor, rentals	233.25
12-27-51	S. I. A. C.	Payroll contributions	1,772.73
1-17-52	Union Oil Co.	Products	11,759.04
		Total	24,850.25

The claim below filed by Allen E. Sackett against Contract No. 3448, Berke Bros.

1-7-52	Allen E. Sackett	Equipment rental	56,884.38

Prepared 2-5-52

RECEIVED
FOR FILING

[illegible]
[illegible]
2445

January 17, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Union Oil Company of California against Allen E. Sackett, a sub-contractor under Berke Brothers, Inc., on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. This claim is in the sum of $11,759.04 and is for petroleum products furnished to Mr. Sackett for his operations on the contract.

We provide this information as your Company appears as surety on the bond furnished with the above-mentioned contract.

Very t ruly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md 1/16
Attach.

cc - Berke Brothers
7923 N. E. Falsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD

NOTICE OF CLAIM

TO: SECRETARY OF STATE
STATE OF OREGON
SALEM, OREGON

NOTICE IS HEREBY GIVEN that the undersigned, UNION OIL COMPANY OF CALIFORNIA, a corporation, has a claim for gasoline, diesol, lubricating oil, and other petroleum products, in the sum of ELEVEN THOUSAND SEVEN HUNDRED FIFTY-NINE AND 04 100 ($11,759.04) DOLLARS, against the bond taken from BEKKE BROTHERS, INC., as principal, and the GREAT AMERICAN INDEMNITY COMPANY, as surety, for the work of Job No. 3448 of the State of Oregon, State Highway Commission, for grading and topping on Willow Creek-Boardman section of Columbia River Highway, in Morrow and Gilliam Counties, State of Oregon. Said gasoline, diesol, lubricating oil and other petroleum products, an itemized statement of which is attached hereto marked "Exhibit A", were furnished for use on said job to [illegible] SMITH, sub-contractor under BEKKE BROTHERS, INC., the original contractor on said job.

DATED: January 11, 1952.

UNION OIL COMPANY OF CALIFORNIA,
a corporation

By C. C. BRUNK
Assistant General Credit Manager

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

C. C. BRUNK, of lawful age, being first duly sworn, deposes and says: That he is Assistant General Credit Manager of

UNION OIL COMPANY OF CALIFORNIA, a corporation, and as such Assistant General Credit Manager, is duly authorized to make this affidavit for and on behalf of the said Corporation; that he has read the aforegoing Notice of Claim and knows the contents thereof, and that the same are true of his own knowledge and contain a correct statement of the amount due from the said BERKE BROTHERS, INC., original contractor, by reason of said deliveries to said ALLEN E. SACKETT, sub-contractor.

C. C. [illegible]K

SUBSCRIBED AND SWORN TO before me this 11th day of January, 1952.

J. E. [illegible]

Notary Public in and for said County and State.

My Commission Expires: May 8, 1953.

ENDORSED:
FILE NO. 3316
FILED JAN 14, 1952
EARL T. [illegible], Secretary of State

RECEIVED
JAN 2 1952
FOR FILING

January 17,1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of your letter of January 14 to which was attached three copies of a claim filed with your office by Union Oil Company of California in the sum of $11,759.04.

The claim is against Berke Brothers on State Highway Contract No. 3448 and Allen E. Sackett, a sub-contractor. This claim bears your file No. 3316.

Respectfully yours

Secretary

FAQ:md 1/16

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. [illegible], 19[illegible]

Mr. R. [illegible], Secretary
Oregon State [illegible] Commission
[illegible], Oregon

Dear Sir:

We have received from [illegible], [illegible], [illegible] Union Oil Co[illegible], [illegible] No. 17, [illegible], [illegible] Field of this [illegible] notice of claim [illegible] my of Oregon, for petroleum produced in the [illegible] of 1,750.14 barrels bond taken from [illegible], [illegible], [illegible] Debt, Sub-account, [illegible] Petroleum Corporation, Suit to, for [illegible] to [illegible] Wilson road-to-rise [illegible] [illegible] Highway in [illegible] Billing Entries, State of Oregon, [illegible] No. 3[illegible], [illegible] Page No. 344.

We are enclosing [illegible] of the claim [illegible] mation and file. [illegible] may [illegible] for our records.

With further reference to the above claim, we wish to advise that the itemized statement of refund [illegible] and marked "Exhibit A", has not been included in our [illegible] and if for any reason you should require this information, we will be glad to send it upon request.

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]:
ac.

RECEIVED
JAN 16 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

3448

January 9, 1952

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

Dear Mr. Sackett:

We have received from the Secretary of State's office an affidavit of claim signed by yourself against Berke Bros. on Contract No. 3448 in the sum of $56,884.38 and requesting a certified copy of the contract with Berke Bros. The certified copy of the contract and bond is being forwarded to you by separate mail.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-11-52

A F F I D A V I T

STATE OF OREGON)
) ss.
County of Multnomah)

I, ALLEN SACKETT, being first duly sworn, depose and say as follows:

That I am the owner of Allen Sackett Construction Co.; that I have performed work and labor and furnished certain materials to Berke Bros., original contractor under State Highway Contract No. 3448; that said work and labor and materials furnished consisted of performance of Items No. 2 to 8, inclusive, under said Highway Contract, and also included certain blasting and drilling, and rental of equipment; that there is still due and owing to me for said work the sum of Fifty Six Thousand Eight Hundred Eighty Four and 38/100 ($56,884.38) Dollars, and that payment therefor has not been made;

That I make this affidavit for the purpose of securing a certified copy of the aforementioned contract and the bond of the contractor, Barke Bros., as principal, and Great American Indemnity Co., as surety, all pursuant to Section 98-101, Oregon Compiled Laws Annotated.

Allen E. Sackett

Subscribed and sworn to before me this 4th day of January, 1952.

Norman Kohn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/30/54

SECRETARY OF STATE
RECEIVED
EARL T. NEWBRY

RECEIVED
FOR FILING

January 9, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Allen Sackett Construction Company against Berke Bros. for work performed on Contract 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, the principal contractor being Berke Bros.

This information is provided as your company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - Berke Bros., 7923 N. E. Halsey Street
Portland, Oregon

Earl T. [illegible]

Secretary of State

State of Oregon

Salem, Oregon

Notice is hereby given that the undersigned, Allen Beckett, has claims for payment for labor performed, services, in the prosecution of [illegible] contract, consisting of excavation, overhaul, finishing of roadbeds and runways at [illegible], and in addition thereto for certain building materials and equipment rented in the amount of $[illegible] as [illegible] filed herewith.

Four and 31/100 ($4,[illegible].31) dollars [illegible] the [illegible] Contractor. [illegible] principal, and [illegible] Casualty Company, as surety, for the [illegible] Project, being [illegible] Highway Contract No. [illegible].

Dated this 4th day of [illegible], [illegible].

[illegible]

By: [illegible]

[illegible]

[illegible] No. [illegible]

[illegible] Oregon, [illegible]

[illegible] T. [illegible], [illegible]

RECEIVED
FOR FILING

January 9, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of January 7 to which was attached three copies of a claim filed with your office by Allen Sackett Construction Company against Berke Bros. on State Highway Contract No. 3448 in the sum of $56,884.38 and bearing your file No. 3318.

Also attached was an affidavit of claim signed by Allen E. Sackett.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jun. 7, 1952

Mr. R. H. Gridley, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received form Norman S. Malin, Attorney, Portland and filed as of this date a notice of claim by Allen F. Beckett, for equipment rental in the sum of $76,[illegible], against the bond taken from Berke Bros. Principal and Great American Indemnity Company, Surety, for Willow Creek-Boardman Project, being Oregon State Highway Contract No. 3447, our file no. 9314.

We are enclosing three copies of the claim for your information and files, together with affidavit enclosed with the claim.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

MM:l
Enc.

1-9-52

RECEIVED
FOR FILING

January 8, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of January 7 to which was attached three copies of a claim filed with your office by the State Industrial Accident Commission against Berke Brothers on State Highway Contract No. 3448, your file No. 3315.

Also attached were three copies of a claim by the Industrial Accident Commission against John A. Logan for work performed on the Oregon approach to the Hood River-White Salmon Bridge across the Columbia River near Hood River, Oregon, your file No. 3316. We have made several inquiries and are reasonably certain that this latter claim should be directed to the Hood River County Court. We can say for certain, however, that it is not a State Highway claim. We are returning the three copies of the claim herewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 1/8
Attach.

BOARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 7, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of Dec. 21, 1951 the following notice of claims by the State Industrial Accident Commission.

A claim for $1,772.73 against the bond taken from Frank Brothers and Great American Indemnity Company because of failure to pay the contributions due under State Highway Contract No. 3473, covering grading and topping work, etc. in the Willow Rock-Dorman Section on the Columbia River Highway in Morrow and Gilliam Counties, our file no. 3315.

A claim for $4,445 against the bond taken from John A. Horn and United Pacific Insurance Company, surbsh and notes, agents, because of failure to pay the contributions for work performed on the Oregon approach to the Hood River - White Salmon Bridge across the Columbia River near Hood River, Oregon, Hood River County, our file no. 3316. Hood River County

We are enclosing three copies of each claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

ETN:
bbc.

1-7-52

RECEIVED
JAN 11 1952
FOR FILING

January 7, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the State Industrial Accident Commission against Allen E. Sackett, a sub-contractor under Berke Brothers on State Highway Contract No. 3448 for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

This claim is for unpaid contributions due the Accident Commission in the sum of $1,772.73.

We provide this information inasmuch as the Great American Indemnity Company appears as surety on the performance bond furnished with Contract No. 3448.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:rsd
Attach.

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTED ON CARD
1-7-52

December 27, 1951

Re : Firm No. 130108 - Allen Sackett
Hood River, Oregon

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,772.73 based on a payroll audit through August 31, 1951, against the bond taken from Berke Brothers and Surety, Great American Indemnity Company, because of the failure of Allen E. Sackett, a subcontractor under Berke Brothers, to pay the contributions due under State Highway Contract No. 3448, covering grading and topping work, also known as the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

We understand that this contract has now been completed.

STATE INDUSTRIAL ACCIDENT COMMISSION

H. E. OSBORN
H. E. Osborn
Assistant Commissioner

HEH:hg

cc - Secretary of State
Capitol Building
Salem, Oregon

- Great American Indemnity Company
c/o Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

- Berke Brothers
7923 N. E. Kaiser Street
Portland, Oregon

ENDORSED:
FILE NO. 3315
FILED DEC. 31, 1951
[illegible], Secretary of State

FI-145(5) Willow Cr.-Boardman Sec., 1950
Columbia River Hwy.
#3448 Folder # 2

RECEIVED
FOR FILING

December 31, 1951

Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention Mr. H. E. Osborn, Assistant Commissioner

Gentlemen:

This is to acknowledge your letter of December 27 in which you state that the Accident Commission has a claim for unpaid contributions in the sum of $1,772.73 against Allen E. Sackett, a subcontractor for Berke Brothers on State Highway Contract No. 3448. This contract was completed on September 30 and accepted by the Commission December 20, 1951. Final payment, however, has not yet been made.

From your letter we note that a carbon copy was filed with the Secretary of State which we assume is to serve as a filing with that office. Your claim will be noted in our records, and we also will bring it to the attention of the Great American Indemnity Company, surety, and the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

NOTED ON CARD
12-31-51

December 31, 1951

Great American Indemnity Company
c/o Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the State Industrial Accident Commission stating that they have a claim in the sum of $1,772.73 against Allen E. Sackett, a subcontractor under Berice Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

This claim is for unpaid contributions due the Accident Commission in connection with Mr. Sackett's operations on this contract. This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished by the contractor on State Highway Contract No. 3448.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

Berice Brothers
7923 N. E. Halsey Street
Portland, Oregon

Allen E. Sackett

12-31-51

INDUSTRIAL ACCIDENT COMMISSION

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

SALEM, OREGON

December 27, 1951

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

Re: Firm No. 130108 - Allen Sackett
Hood River, Oregon

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,772.73 based on a payroll audit through August 31, 1951, against the b nd taken from Berke Brothers and Surety, Great American Indemnity Company, because of the failure of Allen E. Sackett, a subcontractor under Berke Brothers, to pay the contributions due under State Highway Contract No. 3448, covering grading and topping work, also known as the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gilliam Counties.

We understand that this contract has now been completed.

STATE INDUSTRIAL ACCIDENT COMMISSION

H. E. Osborn
Assistant Commissioner

HEH:hg

cc - Secretary of State
Capitol Building
Salem, Oregon

- Great American Indemnity Company
c/o Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

- Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

RECEIVED
DEC 1951
COMMISSION

12-31-51

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JAN 15 1952
FOR FILING

Salem, Oregon
December 27, 1951

Mr. H. G. Smith

Pursuant to phoned instructions yesterday, please arrange to determine the skid resistance factor on the Willow Creek-Boardman Section as soon as possible. I called up Mr. Campbell at the shops, and he said the machine was there and he would put it in good condition immediately.

R. H. Baldock

RHB:hi
cc Mr. W. C. Williams
Mr. E. F. Chidsey

RECEIVED
DEC 11 1951
FOR FILING

December 7, 1951

Hart, Spencer, McCulloch, Rockwood & Davies
1410 Yeon Building
Portland 4, Oregon

Attention: Mr. Clarence Wicks

Gentlemen:

Following our phone conversation of the day before yesterday, we have found that the amount of claims against Allen Sackett on Berke Brothers Contract No. 3448 totals $11,318.48. This figure checks the amount you mentioned on the phone at which time I stated that our records showed $11,855.70, the difference being due to a change in an amount of a claim which was made after the larger figure was determined. In short, our figures now agree as to the amount of the claims.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

Mr Glasgow

Mrs. Lewis, please prepare a list of claims against Sackett on Berke contract 3448

7Q

[illegible] to these people?

16

Clarence Wicks
1410 Yeon

Hart Spencer etc

Berke
Cont. 3448
alien contract-claims
11,855.70 11,318.

LIST OF CLAIMS FILED AGAINST ALLEN E. SACKETT, SUBCONTRACTOR ON CONTRACT NO. 3448

5-28-51	D. W. Voreis	Tractor rental & Driver	$1,500.00
9- 7-51	Westland Equipment Co.	claim	718.37
9-12-51	Empire Machinery Co.	Materials & Labor	5,424.22
9-18-51	State Industrial Accident Com.	Unpaid Contributions	1, 127.41
9-19-51	K. C. Dack Construction Co.	Equip. Rental	135.00
10-9-51	Columbia Equipment Co.	Equipment Parts	924.42
10-25-51	Hulden Motor Co.	Materials	1,255.81
10-30-51	Peter Kiewit Sons' Co.	Labor, Rental, etc.	233.25
		Total	$11,318.48

Prepared 12-6-51

RECEIVED
FOR FILING

71-14-21
2441

December 6, 1951

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

According to our records Allen E. Sackett performed as a sub-contractor under Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gillian counties.

The contract was completed September 30, 1951, but to date has not been accepted by the Commission.

This is in reply to your letter of December 4.

Very t ruly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

TELEPHONE 1831

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

December 4, 1951

3448

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: English & Company vs. Allen E. Sackett

Dear Sir:

We represent Harry English of English & Company who furnished powder and material to Allen E. Sackett who was a sub contractor under Berke Bros. prime contract on the Boardman-Heppner Junction job.

Would you please furnish us with the data to identify this job so that we may file the necessary claim. We would like to have information as to the account number, as to the date of acceptance and the date of completion so that we may determine our time for filing our final claim.

Sincerely yours,

Vawter Parker

VP:m

RECEIVED
DEC 6 1951
CITY RECORDER

RECEIVED
NOV
FOR FILING

November 27, 1951

Berlin Bros.
7923 N. E. Halsey St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 16 days, from September 14 to September 30, 1951, within which to complete your contract No. 3448 for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gI

cc: E. F. Chidsey,
Division Engineer

John H. Walker,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
NOV 8 1951
FOR FILING

November 6, 1951

Request for extension of time
No. 17
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Burke Bros. for an extension of time on Contract No. 3408, Willow Creek-Boardman section of the Columbia River Highway, from July 31, 1951 to September 30, 1951.

This department requested the contractor to construct an access road from the new highway to the Castle Railroad station and also to revise the grade for the underpass between US30 and US730. These items were not a part of the original contract and necessarily caused an overrun of the time.

The contractor prosecuted the work in an excellent manner and no additional expenses were incurred because of the overrun.

I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh lg

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
NOV [illegible]
FOR FILING

November 1, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received through the Construction Engineer for the State Highway Department a claim by Peter Kiewit Sons' Company, P. O. Box 345, Boardman, Oregon, against Allen E. Sackett, a sub-contractor for Berke Brothers on State Highway Contract 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. The claim is for labor, rental and other services furnished to Mr. Sackett during June, July and August, 1951, in following amounts: $140.58; $7.50; $30.00; $21.00; and $34.17. They state that Mr. Sackett is delinquent on payments on all of these invoices.

This information is furnished as your Company appears as surety on the performance bond furnished to Berke Brothers on the above-described contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Quary
Acting Secretary

FAL:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon
Mr. W. C. Williams

COPY FOR MR. Williams
from H. B. Glaisyer, Secretary

C
O
P
Y

Peter Kiewit Sons' Co.
Contractors
Established 1884
October 25, 1951

P O Box 345

Boardman, Oregon

Mr. John H. Walker

Resident Engineer

Oregon State Highway Dept.

Boardman, Oregon

Dear Sir:

I am enclosing copies of invoices covering work done by us for Allen E. Sackett on his subcontract under Berke Bros. on the Willow Creek-Boardman section of the Columbia River Highway.

Mr. Sackett is at the present time delinquent on payments on all of these invoices.

We are taking this opportunity of informing you of this situation.

Yours very truly,

Peter Kiewit Sons' Co.

(Inv. No. 1 - $ 21.00
2 - 34.17
3 - 140.58
4 - 7.50
8 - 30.00
$233.25)

John N. Walker
Engineer

C
O
P
Y

COPY

RECEIVED
NOV 1951
FOR FILING

November 1, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Berke Brothers on contract No. 3448, covering work performed on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam County.

This payment, in the amount of $3,082.45, will be released to the contractor on or after November 10, 1951. The retained percentage amounts to $15,036.46.

There are claims filed against this project, of which you have been previously notified, aggregating approximately $11,855.70.

This notice is being sent to you as you appear as surety on the bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

RECEIVED
FOR FILING

November 1, 1951

Peter Kiewit Sons' Company
P. O. Box 345
Boardman, Oregon

Gentlemen:

There has been forwarded to this office through the Construction Engineer your claim for labor, equipment rental and other services rendered to Mr. Allen E. Sackett on the Willow Creek-Baordman Section, State Highway Contract No. 3448. This contract was awarded to Berke Brothers, and it is our understanding that Mr. Sackett worked for them as a sub-contractor. Your claim will be noted in our records on this contract and we will also advise the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, who furnished the performance bond to Berke Brothers on this contract.

If you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

This contract was completed September 30, 1951, but to date has not been accepted by the Commission.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

cc: W. C. Williams

FORM E-20 25M 6-51 48713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

REFERRED TO
Query
By Asst. Chief Engineer

Dear Sir:

I assume that the Peter Kiewit Sons' Company wishes the attached bill for work done for Allen E. Sackett, subcontractor on the work for Berke Brothers, to be treated as a claim against the grading contractor on Contract #3448.

I suggest that the secretary notify Berke Brothers, as well as Allen E. Sackett, that such a claim has been filed.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 6-50 42286

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 29, 1951

SUBJECT:

To:

Mr. L. C. Smith
Construction Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In connection with, I am enclosing herewith a copy of [illegible] Co., which I advise invoice covering [illegible] on the above item. Payment for this is [illegible].

Very truly yours,

E. L. Bichsel

[illegible]
Division Engineer

Enclosure:

RECEIVED
OCT 30 1951
OFFICE OF
CONSTRUCTION ENGINEER

DUPLICATE

INVOICE

PETER KIEWIT SONS' CO.

No. 1

CONTRACTORS

Home Office: 1004 Omaha National Bank Building, Omaha, Nebraska ~ Telephone JAckson 2625

P.O. Box 343, Boardman, Oregon

July 5, 1951 19

To Allen E. Sackett

P.O. Box 296

Hood River, Oregon

6/20/51

D-8 Caterpiller and dozer, fully operated 1½ hr @ 14.00 $21.00

Cr: Item 2000, Outside work

Boardman Job 1639

2-51 10M

DUPLICATE
INVOICE

PETER KIEWIT SONS' CO.

No. 2

CONTRACTORS

Home Office: 1024 Omaha National Bank Building, Omaha, Nebraska Telephone JAckson 2052
P.O. Box 345, Boardman, Oregon

July 19, 1951 19

To Allen E. Beckett

P.O. Box 230

Hood River, Oregon

To invoice your for work done by the following:

Harvey Elsworth	HD Mech.	@ 3.45/hr for 3½ hrs.	$12.08
A. B. Murphy	HD Mech	@ 3.45/hr for 5½ hrs.	18.98
	(Work done at ov rtime rates.)		
		Sub Total	31.06
		Tax	3.11
		Total	$34.17

Credit Item No 2000. $34.17
Boardman Job 1639

2-51 10M

DUPLICATE
INVOICE

PETER KIEWIT SONS' CO.

No. 3

CONTRACTORS

Home Office: 1004 Omaha National Bank Building, Omaha, Nebraska Telephone JAckson 2090
P.O. Box 345 Boardman, Oregon

August 7, 1951

To Allen E. Sackett
P.O. Box 296
Hood River, Oregon

We invoice you for the following:

July 23, 1951:	Rental of #12 Patrol	
	3 hours at 7.30/hr.	$21.90
July 24, 1951:	Rental of #12 Patrol and operator	
	#12 Patrol for 10½ hrs @ 7.30	76.65
	Blade operator 10½ hrs @ 2.30	27.03
July 27, 1951	Sprinkling	
	6M Gals. @ 2.50/M	15.00
	Total	$140.58

Cr. 2000 acct. $140.58
Boardman Job 1039

2-51 10M

DUPLICATE
INVOICE

PETER KIEWIT SONS' CO.

No. 4

CONTRACTORS

Home Office: 1024 Omaha National Bank Building, Omaha, Nebraska Telephone JAckson 2052
P.O. Box 345, Boardman, Oregon

August 7, 1951 19

To Allen E. Sackett
P.O. Box 236
Hood River, Oregon

To invoice you for the following:

Sprinkling	3M Gals. @ 2.50/M Gal.		$7.50

2000
Cr. account 17.50
Boardman Job 1639

RECEIVED
FOR FILING

October 31, 1951

Great American Indemnity Co.
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim as filed with the Secretary of State by Robert R. Rankin in behalf of Hulden Motor Company of Arlington, Oregon, in the sum of $1,255.81. This claim is for materials and parts furnished to Allen E. Sackett, a sub-contractor under Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

This information is made available as your Company appears as surety on the performance bond furnished with the above described contract.

Very truly yours

H. H. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md
Attach.

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

NOTICE OF CLAIM

October 23, 1951

To Earl T. Newbry
Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Hulden Motor Company, of Arlington, Oregon, has a claim for materials furnished A. E. Sackett, sub-contractor under Berke Bros., as more particularly described in the attached statement, in the sum of Twelve Hundred Fifty-five and 81/100 ($1,255.81) against the bond taken from Berke Bros., as principal, and the Great American Indemnity Co., 412 Failing Building, Portland, Oregon, as surety, for the work of grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, under State Highway Contract No. 3448.

HULDEN MOTOR COMPANY

By E. M. HULDEN
President

ENDORSED
File No. 3308
Filed Oct. 25, 1951
EARL T. NEWBRY, Secretary of State

STATEMENT

Arlington, Oregon
Sept. 25, 1951

HOLDER MOTOR COMPANY
International Trucks, Tractors, and Farm Machinery

Phone 175 W — Arlington, Oregon

A. E. Sackett, Sub contractor under Burke Bros.
Attn: E. F. Chidsey, Div. Eng., Lagrande, Ore.,
o/o Oregon State Highway Com. Const. Engineer,
Salem, Oregon

Sub-contract on Heppner Junction to Boardman Highway

Pay Last Amount in this Column

(8% Interest charged on overdue accounts.)
This Statement is Mailed for Your Convenience to Verify Purchases and Payments

Date	Items	Charges	Credits	Last Amount is Balance
1950	Amount of Previous Bill Rendered			
Oct.2	21992 244 oxg D1155	6.20		
" 2	1799 Overhaul carb.	6.00		
	1 7/16x2½ bolt	.06		
	2 7/16 nuts	.05		
Sep.27,	1 carb. kit	4.50		
	1789 Steam clean rotor and ped. Replace rear grease seals reline brakes, replace brake line r. r. wheel. straighten tie rod. set toe-in. Replace tail lights. Repair starter pedal.	38.00		
	2 kit wheels	5.20		
	2 seals	1.30		
	lining	8.40		
	2 seals	2.60		
	1 shackle	2.36		
	2 kits	2.10		
	2 H gaskets	.12		
	1 tail light	2.25		
Oct. 5	83807 18 days	.36		
	1 acet. cap.	1.00		
Oct.18	Adjust front end to stop shimmy			
	Misc. repairs	9.00		
	12 weights	4.20		
	8 7/8 nuts	.56		
Oct. 19	Replace ring pin and bushings	12.15		
	1 pin set	3.80		
Oct. 27	Install trailer hitch	12.00		
	Build overload spring	2.00		
	1 spring	6.50		
Nov.27	244 oxg D8864	6.70		
	174 Acet. C3221	4.00		
Dec. 4	16 ft 1½ gal pipe .44	7.04		
Dec.12	244 oxg. D8863	6.20		
" 13	1 ST863 cap			
" 14	167 act. C2389	3.50		
		7.68		

	1 brush	
" 18	2108 V-bolts (6)	.40
	15 ft 5/8 rod	9.10
	12 5/8 nuts	
" 19	1 act. tip cleaner	3.08
	123 act. S5660	1.95
	244 oxg. D8120	5.65
	123 act. S-033	6.20
	244 oxg E 4072	4.65
	244 oxg E 3552	6.20
" 26	101 act. S 1078	6.20
	244 oxg E 1147	4.65
Jar 2	26" 3/4 CR steel	6.20
	2 3/4 flat washers	.45
	Make puller shaft	.04
" 4	244 oxg D1493	2.00
	4 BT8 plugs	6.20
	4 ft ¼ tube	3.00
	1 62X4 fitting	.60
" 4	1 lb. solder	.53
" 6	109 act S8100	.95
" 10	1 36"X36"X3/8" flat iron	5.01
	1 cyld. oxg C 705	17.94
	1 " act 1468	7.52
	167 lbs	8.53
1951		
Jan 12	2 glass for weld.hood	.06
" 11	30 min. labor	1.75
	2 45-1206 bushings	.48
" 13	244 oxg E2627	6.20
	101 act S3213	4.80
	116 act S2042	5.45
" 16	244 oxg D1167	6.20
	109 act S3364	5.10
	1 1½ union	2.07
	1 1½ cplg	.44
	1 1½ bushing	..32
" 18	4 cans senco	4.00
" 19	3 flint lighters	1.05
" 22	244 oxg D8259	7.52
	244 " E1513	7.52
" 24	2 #4 glass	1.40
	6 3p clear glass	.45
" 26	2 brushes	.90
	6 clear helmet glass	.60
	1 #11 lens	1.05
	203 act C2463	9.54
	244 oxg D6278	6.20
	244 " E2475	6.20
" 27	244 "	7.52
	116 act	3.92
	1 set tip cleaners	1.95
" 28	Install thimble on cable	3.40
Feb 2	2 10 in files	1.80
	1 12 in mill bastard	.65
" 3	246 act A3040	12.57
1951		
Feb.7	152 act C65103	7.14
	244 oxg D6014	6.20
	244 oxg E6251	6.20
	109 act S3043	5.01
" 9	244 oxg 5538	6.20
	244 " D5983	6.20
	275 act A1170	12.92
	1 9525 plumb easy out	1.35

	7X18X3/8 plate iron	2.00	
	3 weld. glass	.09	
	1 pr. " "	.15	
" 17	1 roll #8 tape	.60	
	244 oxg D6435	6.20	
	239 act A5637	11.23	
" 20	1 dip stick	.50	
	1 bolt	.15	
	8" 1 5/8 hose	.36	
	2 hose clamps	.30	
	Keys	..10	
	1 oil line	1.35	
	1 JC de Luxe	1.70	
" 21	244 oxg D5325	7.52	
	244 " D5991	7.52	
" 28	254 act A4498	13.00	
	244 oxg 5250	7.97	
	10" gal pipe	1.40	
	1 1¼" reducer	.45	
	1 1" "	.44	
	1 ½" "	.34	
" 28	2 crank assl. Kohler P1	5.24	
1951			
Feb 26	2 5/8 machine bolts	..25	
Mar 1	52" oil line hose	3.35	
	2 fittings	.80	
	2" velmoid	1.25	
	1 hose clamp	.12	
" 2	2 qt brake fluid	4.00	
" 4	1 104921	.06	
	1 935 walker jack	25.00	
" 3	2 1" SAE nuts	.30	
	1, lbs. bronze rod	1.80	
" 3	159 act C581	8.13	
	244 oxg 5912	7.52	
" 7	1 fitting 48X 4	.26	
	1 " 4234	.45	
" 7	246 act C588	12.57	
	244 oxg 2833	7.42	
" 9	Hauling tractor trucks	10.00	
" 10	244 oxg D8916	7.52	
	244 " D1150	7.52	
" 14	254 act A2774E	12.98	
	244 oxg 6180	7.52	
" 16	244 " 12037	..20	
" 19	2 #8 conn.	.10	
" 19	check on account		20.00
" 21	244 oxg A577-	6.20	
	Repair oxg reg. 1 tip	13.75	
" 22	7" oil line hose	4.09	
	2 A4105 coupl.	.90	
" 22	bypass valve spring	1.14	
" 27	bit and rod ret..		.99
Mar 26	1 5/16 drill	.50	
	1 ¼ "	.40	
	1½ br. weld rod	1.65	
	1 lb. steel	.30	
	1" wire	.12	
	2 terminals	.05	
	1,lb cast weld rod	.27	
	2.01 lbs 5/15 rod	.47	
" 27	174 act C3072	8.82	
	244 oxg 2688	7.52	
	6 lbs cold roll	.08	
	6 cap screws	.36	

"	27	1 brake fluid	2.30	
Apr	2	1 can cement	.65	
"	3	8" gal pipe	1.36	
		275 act M4424	14.05	
		244 oxg 2500	7.52	
"	5	1 18" pipe wrench	6.25	
		6 3/8 cable clamps	1.50	
"	4	4" 2" galv.	5.70	
		3" 2" black	1.08	
		1" 2" unions	2.50	
		1 2" cl. ei	1.08	
		1 joint comp.	.35	
"	10	167 act C3169	8.53	
		244 oxg D4125	7.52	
		5 weld. glasses	.50	
		1 point	1.10	
		1 electrode holder	4.60	
"	12	1 fire ext. fluid	1.60	
		1 gasket cement	.65	
1951				
Apr	14	10 lbs iron	1.45	
"	16	check on account		300.00
"	17	159 act C2349	8.12	
		244 oxg D9593	7.52	
		12 1/8"X3/4" cotter pins	.05	
"	18	4 8 conn plugs	3.20	
		6 ft 1/8 tubing	.60	
		2 nuts	.28	
		3 ft cold roll	.85	
		2 pipe plug	.22	
		1 49X6 fitting	.73	
		1 4806 "	.91	
"	19	Repair differential. Remove inspection plate and check for lock. replace		
		u joint	1.20	
		1 ball joint	5.75	
		1 U joint	6.75	
		1 seal	.20	
		4 gaskets	.20	
		1 "	.45	
		Towing to shop	9.60	
		5 lbs grease	2.00	
		1 ceramic filter	2.00	
		2 gas caps	1.00	
"	21	4 ftX18" 3/16" Weatherhead	2.47	
		1 qt brake fluid	2.30	
"	23	bore holes in iron	.35	
"	22	2 cild oxg 1206 & 11082	12.40	
"	26	Make 2 7/7x1" studs	2.50	
"	28	Grind bolts	.50	
"	25	Replace generator/fan belt	3.85	
		Belt and brushes	2.55	
Apr	30	275 act 3881	14.00	
		244 oxg 5844	7.52	
		244 " 2515	7.52	
		6 clear lens	.60	
		2 ft 2 x2; flat iron	1.29	
May	1	mdse retd		.91
"	3	" "		.59
"	2	1 49X5A fitting	.73	
		1 49A6 "	.91	
"	2	5 ft oil hose	4.10	
		1 4145 fitting	.73	
		1 4124 "	.42	
		1 49A4A "	.80	

"	2	1 3/4 plug	.14
		1 pitcock	.55
		Labor	.25
"	6	7 ft ½X3 iron	5.00
		6 ft 3/4X3 "	6.43
"	5	2 Hooks	1.20
		30 ft (102) ¼X4" flat	14.28
		20 ft (63.8) ¼X2X2 ang.	8.93
"	7	4 qts brake fluid	7.10
"	3	101 act S12575	5.16
		109 " S10551	5.57
		244 oxg E4939	7.52
		244 " D10481	7.52
"	9	2 ftX4ft floor plate	7.50
		1 3/8 bolt	.05
		1 clevis	.35
		1 switch 1994027	1.40
		6 150watt bulbs	1.32
May	9	5 ft oil line	4.10
		3 4124-5 fittings	1.71
"	11	12 ⅛X1½ SAE	.60
		4 ⅜X2½ SAE	.44
		nuts	.32
"	14	1 4125n	.37
		1 4125	.57
		152 act C 3301	7.77
		244 oxg D7228	7.52
"	18	2 ft - tube	.40
		2 ft 6244 fitting	1.08
"	19	101 act S1356	1.16
		244 oxg E6631	7.52
"	22	1 bottle of Indian head	.25
		4 3/8X2," bolts	.20
		12 3/8" rock washers	.05
"	23	6 hose clamps	.72
		1 roll tape	.80
"	23	244 oxg E5443	6.20
		244 " E3018	6.20
"	24	3 ft 2" hose	3.60
"	25	2 ⅜X7 bolts	.30
		4 nuts	.08
"	29	1 bolt	.05
		24 washers	.20
		1 roll stove pipe wire	.10
		24 cotter pins	.25
"	18	4 qts brake fluid	9.20
"	31	261 act A2075	19.34
		244 Oxg	7.52
		cyld rental	1.80
May	31	6 ft 7/16 black rod	.55
		1 ldr condenser 6029	1.00
		1 1865978 pig tail	.15
Jun	31	1 V172 belt	2.55
"	4	1 engine gasket set	1.80
"	4	244 oxg E4502	7.52
		244 " E4072	7.52
"	5	1 400A4	.25
		1 324	2.72
"	8	1 wire brush, misc. parts	
		and 12 clear lens	39.42
"	9	1 qt fluid	2.50

"	9	246 act 262178	12.57
		244 oxg D2822	7.52
"	11	1 #2 permatex	1.00
		gasket material	.80
"	9	Hone master cyld.	1.40
"	12	3 62X4 fittings	1.59
		1 qt brake fluid	2.30
"	13	1 can flux	.75
		3 62X4 fittings	1.59
"	13	1 5/8X6 bolt w/nuts	1.00
"	14	Welding rod	.75
		7.5 ft 3/16X3 iron	2.00
"	19	12 108329H	3.00
		12 83155H	3.00
		10 41419V	4.00
"	16	victor gauge	5.05
"	19	6 60X5 ferrules	.30
"	20	145 act 03200	7.41
		244 oxg D1823	7.52
		244 " D4765	7.52
Jun	20	3 3/8 st ells	.75
		rental on c/l.	.60
"	21	1 lb solder (acid)	2.25
		3 cerco	3.00
		145 act 03724	7.41
"	19	2 5/16 connectors	1.36
		1 ft 5/16 cop. tubing	.20
"	22	3 ft. 1/16 vellumoid	.60
		3 ft 3/32 "	1.05
"	23	101 act 12002	5.16
		116 " 13088	2.93
		244 oxg E1419	7.52
"	23	1 oil can	1.35
		1 roll tape	.40
"	24	23½ ft 3/8 cop. tubing	8.25
		3 41X5	1.05
		6 ft flex gas line	4.92
		3 RFS 45 fittings	1.71
		3 A4305 "	1.71
"	25	1 qt brake fluid	2.30
"	25	24 ft 3/8 cop tubing	8.75
"	26	246 act 26585	12.68
		244 oxg E1165	7.52
		1 roll tape	.70
"	27	244 oxg D0052	7.52
"	28	244 oxg 0111	7.52
		244 " 8492	7.52
"	29	Turn down splind shaft	1.75
"	29	5 gal clean solv.	2.50
		1 assorted cotter pins	.60
		1 ft vellumoid	.45

1951			
June	29	1 large frict. tape	.70
		6 3/8 locks	.04
		12 ½X3" cap screws	1.08
		8 3/8"X1" "	.24
		12 "X2" "	.84
		50 " nuts	2.00
		1 oil line (made up)	1.39
		shop use	5.00
"	30	12 "X1¼ cap screws	.96
		12 " "	.96
		locks	.24
		Shop use on #2 engine	2.50
Jul	2	4 ft oil line	3.28
		2 fittings	1.14
		1 ¼ st el	.25
		2 ¼ plugs	.22
		2 3/8 "	.22
"	3	254 act 15134	12.97
"	5	5 ft Vellumoid	1.00
		1 gasket cement	.25
"	6	239 act A1312	12.21
		244 oxy D9050	7.52
"	9	2 washers	.16
		1 "	.08
		1 32459D washer	.08
		1 "	.08
		2 brake fluid	4.00
"	13	Lathe work	1.50
"	16	1 lb welding rod	.35
		1 " #5 size 1 lb	.35

July	17	6 ½ pipe plugs	1.08
"	17	25 ft lead in hose	11.73
		cotter keys	.35
		Repairs on cutting torch	7.00
"	18	159 act C1829	8.12
		244 oxg D5409	7.52
"	19	244 " D1598	7.52
		244 " D7982	7.52
		101 act S13276	5.16
		109 " S10336	5.57
"	20	2 ft vellumoid	.50
		3 ft 5/16 cop. tube	.60
		cotter keys	.35
		6 60X5 ferrules	.36
		4X61X5 nuts	.60
		1 Ind. Hd. gasket cement	.25
		1 roll stove pipe wire	.10
"	20	4 ½" key stock	.17
		1 1/8 st el	.29
		2 gals. solvent	.60
		1 plastic guage	.35
"	18	steam clean cooler	2.50
"	23	12 ½X1½ bolts	.72
		12 ½ locks	.15
"	26	2 qt brake fluid	4.60
		1 fitting (shop)	.49
"	26	1 3151X2 plug	.21
		1 322X2 bushing	.29
"	21	Grind valves	14.00
		rent of shop	5.00
"	30	20 assorted washers	.95
"	30	232 act A4092	11.86
		244 oxg D4347	7.52
		Weld tubing	.75
"	31	8 ft oil line	6.56
		2 A4125 fittings	1.14
		12 5/16X1 SAE w/nuts	.48
		4 ft vellumoid	1.55
Aug	1	4 qt brake fluid	9.20
		2 serco	2.00
		1 fire ext. fluid	1.65
"	3	244 oxg E4446	6.20
"	4	1 2"Xclose	.49
		1 2" el	1.23
"	4	1 tube permatex	1.10
"	6	244 oxg R1394	7.52
		244 " D1226	7.52
		101 act S5624	5.16
		101 " S2526	5.16
"	7	1 185520 Point set	1.15
		1 1869706 condenser	.70
"	7	2 end fit. oil line	1.14
"	10	8 ft ½X3 iron	6.12
"	14	6 ft 1/32 vellumoid	2.20
		1 gasket cement	.65
"	16	1 3/8 ferrule	.05
		1 5/16 "	.05
		1 air hose connector	.50
"	15	Shim stock on engine	6.84
		Boring ring compressor	4.75

COPY

Aug	17	101 act S13163	5.16
		101 " S12690	5.16
		244 oxg D10164	7.52
		244 " D9790	7.52
"	18	1 3/4" pipe plug	.23
		1 3/4" coupling	.18
"	18	2 ft 3/8 cop. tubing	.70
		2 ft 5/8 radiator hose	.80
		1 5/8 hose clamp	.35
"	21	123 act 3874	7.29
"	21	244 oxg D4709	7.52
"	18	Grind valves	9.45
"	24	1 #2 large permatex	1.10
"	25	1 radiator hose	.80
"	27	1 gas cap	.50
"	25	1 3206 bal. bearing	2.45
"	27	244 oxg D8083	7.52
"	29	2 hose clamps	.50
		bolts	.25
"	30	Shop rental eng ov'hl	5.00
"	30	109 act S11407	5.57
		244 oxg E7784	7.52
		Cyld rentals	4.65
Sep	4	" "	1.08
"	6	109 act S33676	5.57
		244 oxg E3502	7.52

Total amount due---------- 1255.81

RECEIVED
FOR FILING

October 31, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of October 25 to which was attached three copies of a claim filed with your office by Robert R. Rankin in behalf of Hulden Motor Company in the sum of $1,255.81.

This claim is against Berke Brothers on State Highway Contract No. 3448, your file No. 3308.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 25, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Robert R. Rankin, attorney, Portland, and filed as of this date a notice of claim by Hulden Motor Company for materials furnished in the sum of $1,255.81, against the bond taken from Berke Bros. Principal, and the Great American Indemnity Co. Surety, for the work of grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, State Highway Contract No. 3448, our file No. 3308.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FOR FILING

October 29, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3448, Willow Creek - Boardman Section of the Columbia River Highway, Ore. FI-145 (5), from July 31st, 1951 to September 30th, 1951, to Berke Bros., Contractors.

This Department requested the contractor to construct an access road from the new highway to the Castle Railroad Station, and also to revise the grade for the underpass between highways 30 and 730. These items were not part of the original contract, and necessarily caused an overrun of the time.

The contractor prosecuted the work in an excellent manner, and no additional expenses were incurred because of the overrun.

I would recommend that the extension be granted without penalty.

Very truly yours,

R.H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

RECEIVED
NOV
FOR FILING

October 25, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of October 24 to which was attached three copies of a claim filed with your office by Westland Equipment Company in the sum of $718.37 against Berke Brothers on State Highway Contract No. 3448, your file No. 3306.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 24, 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of Oct. 17th, a notice of claim by Westland Equipment Company, for Steel Reconditioning Labor, Drill Steel and Rock Bits in the sum of $718.37, against the bond taken from Berke Brother, Principal, and The Great American Idemnity Company, Surety, for the work of grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, our file No. 3306.

We are enclosing three copies of the claim for your information.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

10-17-51

RECEIVED
NOV 3 1951
FOR FILING

October 25, 1951

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Westland Equipment Company against Berke Brothers in the sum of $718.37 for labor, drill steel and rock bits furnished the contractor on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highwy in Morrow and Gilliam counties.

This information is furnished inasmuch as your company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md
Attach.

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Phone,
Murdock 6338

WESTLAND EQUIPMENT COMPANY
Bit Service

660 N. Tillamook Street
Portland 12, Oregon

Contractors Equipment
Rental-Sales-Service

October 8, 1951

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned - Westland Equipment Company - has a claim for Steel Reconditioning Labor, Drill Steel and Rock Bits in the sum of $713.37 against the bond taken from The Great American Indemnity Company through their agent, Bell-Reed Insurance, Portland, Oregon, for the work of grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

Westland Equipment Company

By Irving M. Rand

Irving M. Rand
President

The principal contractor on this job is Clarke Brothers, 7923 Northeast Halsey Street, Portland, Oregon

EnDorsed:
Filed No. 3306
Filed Oct. 17, 1951
Earl L. Adams, Secretary of State

RECEIVED
FOR FILING

October 25, 1951

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Rankin:

We have your letter of October 24 to which was attached a revised copy of a claim filed with the Secretary of State against Allen E. Sackett, a sub-contractor under Berke Brothers on State Highway Contract No. 3448, in the sum of $1,255.81.

As requested, we are attaching the copy of the revised claim to our file.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

GEORGE E. BIRNIE

October 24, 1951

State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

On October 16, 1951, we sent you a copy of an imperfect claim, the original of which was sent to the Secretary of State.

We have perfected the Notice of Claim, but do not have another itemized account to attach to the copy that we are sending you.

The original claim has been filed with the Secretary of State and attached to it is the itemized statement because the Secretary returned it to us.

In your case we can only forward you at this time a copy of the original notice of claim and will ask that you remove from the imperfect form we previously sent, the itemized account and attach it to this, if you will, so that your copy of the Notice of Claim will read identically to that forwarded to the Secretary of State.

Thanking you for your assistance, I am

Yours sincerely,

Robert R. Rankin

RRR/m
Enclosure

NOTICE OF CLAIM

October 23, 1951

To Earl T. Newbry
Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Hulden Motor Company, of Arlington, Oregon, has a claim for materials furnished A. E. Sackett, sub-contractor under Berke Bros., as more particularly described in the attached statement, in the sum of Twelve Hundred Fifty-five and 81/100 ($1,255.81) against the bond taken from Berke Bros., as principal, and the Great American Indemnity Co., 412 Failing Building, Portland, Oregon, as surety, for the work of grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties, under State Highway Contract No. 3448.

HULDEN MOTOR COMPANY

By E. M. HULDEN
President

RECEIVED
NOV
FOR FILING

October 23, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Dear Sir:

It is the intention of the State Highway Commission to release to Berke Brothers a portion of the funds heretofore retained by the Commission in connection with contract No. 3448, for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gillian Counties.

This payment, which is in the amount of $38,401.50, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $15,036.46. The present payment will be released on or after November 2, 1951.

There are claims filed against this project, of which you have been previously notified, amounting to approximately $10,599.89.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

Bond or Card
11-23-51

3007

COMPANY

1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

RECEIVED
1951
FOR FILING

October 23, 1

WRITTEN FROM Portland

File: 5 Oregon Section

FI-1145(5)

3448

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. [illegible], Acting Secretary

Dear Mr. [illegible]:

Thank you very much for [illegible] even if [illegible] still [illegible] the Secretary of [illegible] the State Highway Commission.

Very truly,

F. L. Become

F. L. Become
Executive Vice President

FLB:jc

cc: [illegible]

NOTED
H. L. GLASGOW

RECEIVED
OCT 30 1951
OREGON
STATE HIGHWAY COMMISSION

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

RECEIVED
NOV 1951
FOR FILING

October 18, 1951

Columbia Equipment Company
1240 S.E. 12th Avenue
Portland 14, Oregon

Attention: Mr. F. L. Jerome, Executive Vice President

NOTED
H. B. GLAISYER

Gentlemen:

We have your letter of October 17, 1951, in which you ask what purpose is accomplished by filing a claim with the Secretary of State.

Filing of such clain is a protection to the claim under the law. Not being a lawyer, I shall not attempt to describe all the ramifications but, for your information, we have attached an excerpt from the Oregon laws pertaining to this subject, the pertinent section being underlined in red.

For the protection of the claimant, we make it a point to suggest that he file his claim with the Secretary of State so that the claim will not be invalidated six months after completion and acceptance of the contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By;
Floyd Query
Acting Secretary

FQ:ls
Enc.

COLUMBIA EQUIPMENT COMPANY

BOISE, 410 Capitol Blvd. TELEPHONE EAST 7148 SEATTLE, 5030 First Ave. So.

1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Parsons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Grodall

October 17, 1951

WRITTEN FROM Portland Office

File: Collection
Subj: Allen E. Sackett
Subing to Berke Bros.

Oregon State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Thank you for your October 15th letter on the subject matter, and the reason we sent a copy of our communication to the Secretary of State is because we were told that was the proper procedure, but the reason for it, we never did learn.

If it is not an imposition, and you have the time to spare, would you be kind enough to tell us just what is accomplished by filing with the Secretary of State.

We would assume from yours of October 15th that it automatically protects our claim for action lower than six months following acceptance of the job by the Highway Commission.

A stamped envelope is enclosed, and trust we have not imposed.

Yours truly,

COLUMBIA EQUIPMENT COMPANY

F. L. Jerome

F. L. Jerome
Exec. Vice President

FLJ:bn
Enclosure 1
cc: George Hanson
Jim Witboske

RECEIVED
F[illegible]G

Great American Indemnity Company New York

WELLS-REED INSURANCE • General Agents
412 FAILING BUILDING • ATWATER 7303 • PORTLAND 4, OREGON

October 23, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to thank you for your letter of October 23 advising of your intent to release on or after November 2, 1951 a portion of the retained percentage under Berke Bros. contract No. 3448 for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By Fred C. Reed
Attorney-in-Fact

FCR:al

RECEIVED
NOV [illegible] 1951
FOR FILING

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 23, 1951

Mr. H. E. Gleiger, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

I am enclosing for your attention, a copy of a letter from Robert L. Durkin, Attorney, Portland, relative to information concerning a notice of claim of lien filed by Contractor Company for material furnished by . . . Corbett in the sum of $1,255.42.

Very truly yours,

Earl T. Newbry

Secretary of State

ETN:M
Enc.

NOTED
F. QUERY

RECEIVED
OCT 31 1951
STATE HIGHWAY COMMISSION

COPY

[redacted]

Portland, Oregon

[redacted] October 25, 1951

[redacted],

Dear Sir:

[redacted] refers to your letter of October 7, 1951, in connection with the statement of the [redacted] Lumber Company for material furnished to [redacted] in the sum of $[redacted], advising that my previous notice of claim is insufficient and that such should be filed in accordance with a circular which you enclosed.

The circular calls for "***** (here insert the name of the principal and sureties upon such bond)".

[redacted] bond is the name of this [redacted] and what is the work covered by the bond? If you will furnish the information about this bond, to wit, principal, surety, date and work covered, I shall endeavor to file a claim with that information included.

NOTED
QUERY

Yours truly,

[redacted]

[redacted]:m

RECEIVED
FOR FILING

October 23, 1951

Mr. Robert R. Rankin
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Rankin:

This is to acknowledge receipt of a carbon copy of a letter addressed to the Secretary of State, to which was attached statement of account in the amount of $1,255.81 owed by Allen E. Sackett, a sub-contractor to Berke Bros., to the Hulden Motor Co.

This claim apparently is in connection with State Highway Contract No. 3488 awarded to Berke Bros. for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties. We presume that the statement forwarded to the Secretary of State is to serve as a filing with that office in order to protect your claimant for a period longer than six months following completion of the job and acceptance by the Commission. This contract was completed September 30, 1951, but to date has not been accepted.

The claim will be noted in our records and we will notify the Great American Indemnity Co., who provided the performance bond on this contract. Their agent in this instance is Wells-Reed Insurance Co., 412 Failing Building, Portland 4, Oregon.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

BY:

Floyd Query
Assistant Secretary

FQ:ls

NOTED ON CARD

October 23, 1951

Great American Indemnity Company
Wells-Reed Insurance Co.
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a copy of a letter dated October 16, 1951 from Robert R. Rankin in behalf of Hulden Motor Co. of Arlington, Oregon, which letter was addressed to the Secretary of State.

This letter advises that Allen E. Sackett, a sub-contractor under Berke Bros., owes the Hulden Motor Co. $1,255.81 for supplies and parts furnished to Mr. Sackett in connection with his operations on State Highway Contract No. 3448 for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

This information is provided inasmuch as your company appears as surety on the performance bond, which was furnished with the above described contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:

Floyd Query
Assistant Secretary

FQ:ls

ROBERT R. RANKIN
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

GEORGE E. BIRNIE

October 16, 1951

3448

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Enclosed herewith is an itemized statement from October 2, 1950 to September 6, 1951, of Hulden Motor Company, an Oregon corporation located at Arlington, Oregon, which company has provided A. E. Sackett, sub-contractor under Burke Bros., with materials, on a sub-contract on that portion of the highway from Heppner Junction to Boardman, and which is in the sum of $1,255.81. Neither the contractor nor subcontractor should be paid until this bill is satisfied.

I would appreciate acknowledgment by you of the receipt of the bill. I think Mr. Sackett finished his contract on September 27th.

Sincerely yours,

Robert R Rankin

RRR/m
Enclosure

cc: State Highway Commission
Salem, Oregon
Attention: Mr. H. B. Claisyer

S. .MENT

Arlington, Oregon 19

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

...MENT

Arlington, Oregon, ... 19...

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

...% Interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

...MENT

Arlington, Oregon ..... 195...

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

STATEMENT

Arlington, Oregon ——— 19[illegible]

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

a % Interest charged on overdue accounts.

[illegible]

Pay Last Amount In this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
[illegible]	AMOUNT OF PREVIOUS BILL RENDERED →			
[illegible]	[illegible]	[illegible]		

STATEMENT

Arlington, Oregon ——— 195 ———

[illegible] 1951

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

[illegible]

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
1951	AMOUNT OF PREVIOUS BILL RENDERED →			
Feb 2	[illegible]	1.25		
" 4	[illegible]	3.15		
	[illegible]	.40		
	[illegible]	1.50		
	[illegible]	.12		
	2 [illegible] brake [illegible]	1.10		
	1 [illegible]	.75		
	[illegible]	.20		
	2 [illegible]	.20		
	1 lbs. [illegible]	1.10		
	[illegible]	.15		
	2 [illegible]	7.00		
7	1 fitting [illegible]	.25		
	[illegible]	.20		
	[illegible]	10.07		
	[illegible]	7.42		
	[illegible]	1.09		
	[illegible]	.30		
" 10	[illegible]	7.42		
	[illegible]	.75		
" 11	[illegible]	7.42		
	[illegible]	8.10		
" 11	[illegible]	1.50		
" 17	[illegible]	1.00		
	[illegible]	.50		
	2 1/4 oil [illegible]	1.75		
	[illegible]	.30		
	[illegible]	.30		
	[illegible]	1.14		
	[illegible]			

STATEMENT

Arlington, Oregon ____ 19__

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W

Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount In this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

EMENT

Arlington, Oregon — 19—

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

a % interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

STATEMENT

Arlington, Oregon _____ 19[illegible]

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

[illegible] (continued)

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

STATEMENT

Arlington, Oregon _____ 19[illegible]

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W

Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

STATEMENT

Arlington, Oregon ——— 193—

[illegible] t. [illegible], 1921

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

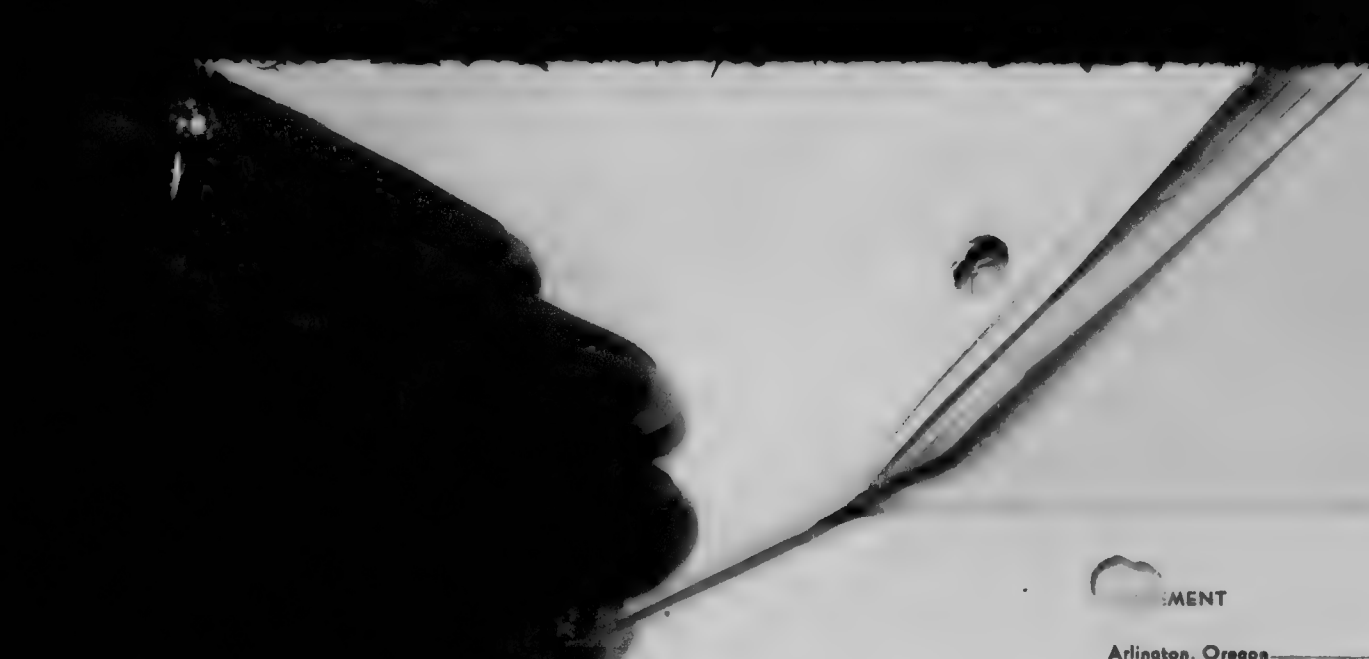
8% Interest charged on overdue accounts.

[illegible] (continued)

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			
[illegible]	[illegible]	[illegible]		



MENT

Arlington, Oregon ——— 195—

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			

STATEMENT

Arlington, Oregon ——— 19[illegible]

Sept. 30, 1961

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

Pay Last Amount In this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			
[illegible]	[illegible]	[illegible]		

STATEMENT

Arlington, Oregon ——— 193

to Mr. Isol

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

Mr. . Hackett (continued)

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			
11 17	1 pkg plug lugs	1.12		
	2½ ft lap in	1.92		
	cutting torch	.50		
	wire	.00		
	1 set chain	1.12		
	2½ oxy valve	.62		
	2 1 "	.62		
	2½ " 17mm	.62		
	1 1 set l	5.16		
	1 2 " 1 3 6	3.67		
	2 ft rubber	.60		
	3 ft 5/16 cop.	.60		
	collar nuts	.35		
	6 lugs rear	.30		
	1 disc rim	.60		
	1 ins.	.25		
	1 rod stem	.10		
	5	.17		
	1 1/ el 1	.22		
	2 gals. solvent	.40		
	1 inside grip	.35		
1	1 valve clean cool	2.00		
3	1 1 oil valve	.72		
	1 1 locks	.15		
24	2 ft type flat	4.00		
	1 fitting ( )	.13		
	1 ( )	.11		
	1 2 brake	.23		
23	1 oil valve	14.00		
	1 oil ch	.07		
	1 gasket set	.25		

MENT

Arlington, Oregon ..... 195_____

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

... ...ckett (continued)

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
	AMOUNT OF PREVIOUS BILL RENDERED →			
Jul 9	1 s set [illegible]	11.[illegible]		
	[illegible]	7.[illegible]		
	[illegible] tubing	.75		
	[illegible] oil line	[illegible].56		
	[illegible] filter	1.14		
	[illegible] c/lo [illegible]	.[illegible]		
	4 ft [illegible]	1.[illegible]		
1	[illegible]	[illegible]		
	[illegible]	[illegible]		
	1 [illegible] oil. fil	1.[illegible]		
	[illegible]	[illegible]		
	1 [illegible]	[illegible]		
	1 [illegible]	1.[illegible]		
	1 [illegible]	[illegible]		
	1 [illegible]	[illegible]		

MENT

Arlington, Oregon 195

Hulden Motor Company

INTERNATIONAL TRUCKS, TRACTORS, AND FARM MACHINERY

Phone 175W — Arlington, Oregon

8% Interest charged on overdue accounts.

M. M. Beckett (continued)

Pay Last Amount in this Column

This Statement is Mailed for Your Convenience to Verify Purchases and Payments

DATE	ITEMS	CHARGES	CREDITS	Last Amount is Balance
1 1	AMOUNT OF PREVIOUS BILL RENDERED →			
[illegible]	[illegible]	.15		
	[illegible]	.14		
	[illegible]	.35		
	[illegible]	.[illegible]		
	[illegible]	.[illegible]		
	[illegible]	.15		
	[illegible]	.30		
	[illegible]	.[illegible]		
	[illegible]	.35		
	[illegible]	.[illegible]		
	[illegible]	2.[illegible]		
	[illegible]	.15		
	[illegible]	1.10		
	[illegible]	.[illegible]		
	[illegible]	.30		
	[illegible]	.45		
	[illegible]	.[illegible]		
	[illegible]	.30		
	[illegible]	.15		
	[illegible]	.[illegible]		
	[illegible]	.[illegible]		
	[illegible]	7.[illegible]		
	[illegible]	.[illegible]		
	[illegible]	1.[illegible]		
	[illegible]	.37		
	[illegible]	.[illegible]		
	Total [illegible]	---		

RECEIVED
FOR FILING

October 19, 1951

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Columbia Equipment Company for equipment parts in the sum of $224.42 against Allen E. Sackett, a sub-contractor under Berke Brothers' State Highway Contract No. 3448 for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

This information is provided as your Company appears as surety on the performance bond furnished with Contract 3448.

Very truly yours

K. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Avery
Acting Secretary

FAQ:md
Attach.

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

October 9, 1951

Portland
Subject: Allen E. Sackett
File: Collection

Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, Columbia Equipment Company, has a claim for equipment parts in the sum of $924.42 plus interest and attorney's fees, against the bond taken from Berke Brothers, and their surety Great American Indemnity Company, because of the failure of Allen E. Sackett, a sub-contractor under Berke Brothers, to pay the amount due for material furnished under State Highway Contract No. 3448, known as the Willow Creek-Broadman Section of the Columbia River Highway, in Morrow and Gilliam Counties.

Copies of this notice are being mailed at the same time to Berke Brothers, to the bonding companies that covered both Berke Brothers and Mr. Sackett, and to the Secretary of State.

It has been so many years since we had occasion to file a claim against a contractor handling an Oregon State Highway Commission job that we may have become a little rusty as to the proper procedure. Consequently, if there is anything wrong with this notice, we would appreciate your advice.

Yours very truly,

Columbia Equipment Company

F. L. Jerome
F. L. Jerome
Executive Vice President

FLJ:jcg
cc: Hamson
Wahoske
Jerome, Jr.
Berke Brothers
United Pacific Indemnity Company
Great American Indemnity Company
Earl T. Newbry, Secretary of State
Allen E. Sackett

Endorsed:
FILE NO. 3297
FILED OCT. 11, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

October 19, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of October 17 to which was attached three copies of a claim filed with your office by Columbia Equipment Company in the sum of $24.42 for materials furnished on State Highway Contract No. 3448, your file No. 3297.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. [illegible], 1951

[illegible], Secretary
[illegible] Division
[illegible]

Gentlemen:

We have received and filed as of Oct. 11th, a notice of claim in re Columbia Lumber Co., [illegible] in the sum of $21.42 plus interest and attorney's fee, against the bond taken from Ben's Brother, as principal, and [illegible] Indemnity Company, surety, to cover the account for material furnished under State License Control No. 2[illegible], our file No. 21[illegible].

In accordance [illegible] of the matter, we [illegible] information [illegible].

Kindly acknowledge receipt of the claim for our record.

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]:
[illegible].

RECEIVED
FOR FILING

October 15, 1951

Columbia Equipment Company
1240 S. E. 12th Avenue
Portland 14, Oregon

Attention: F. L. Jerome
Executive Vice President

Gentlemen:

This is to acknowledge receipt of your letter dated October 9 in which you state that Berke Bros. through Allen E. Sackett, a sub-contractor, owe your Company the sum of $924.42. This claim is for equipment parts furnished on State Highway Contract No. 3448, known as the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. This contract was completed on September 30, 1951, but to date has not been accepted by the Commission.

We note that you have sent copies of your letter to the bonding company and to the Secretary of State. We presume that the copies sent to the Secretary of State serve as a filing with that office in order to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission. As soon as we have received notification from the Secretary of State that your claim has been filed with that office we will notify you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

COLUMBIA EQUIPMENT COMPANY

BOISE, 410 Capitol Blvd. TELEPHONE EAST 7140 SEATTLE, 5030 First Ave. So.

1240 SOUTHEAST TWELFTH AVENUE
PORTLAND 14, OREGON

2448

October 9, 1951

WRITTEN FROM Portland

Subject: Allen E. Sackett
File: Collection

Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, Columbia Equipment Company, has a claim for equipment parts in the sum of $924.42 plus interest and attorney's fees, against the bond taken from Berke Brothers, and their surety, Great American Indemnity Company, because of the failure of Allen E. Sackett, a sub-contractor under Berke Brothers, to pay the amount due for material furnished under State Highway Contract No. 344, known as the Hinton Creek-Broadman Section of the Columbia River Highway, in Morrow and Gilliam Counties.

Copies of this notice are being mailed at the same time to Berke Brothers, to the bonding companies that covered both Berke Brothers and Mr. Sackett, and to the Secretary of State.

It has been so many years since we had occasion to file a claim against a contractor handling an Oregon State Highway Commission job that we may have become a little rusty as to the proper procedure. Consequently, if there is anything wrong with this notice, we would appreciate your advice.

RECEIVED
OCT 10 1951
BY SECRETARY

Yours very truly,

COLUMBIA EQUIPMENT COMPANY

F. L. Jerome
Executive Vice President

FLJ:jcq
cc: Hanson
Maloske
Jerome, Jr.
Berke Brothers
United Pacific Indemnity Company
Great American Indemnity Company
Earl T. Newbry, Secretary of State
Allen E. Sackett

REPRESENTING:

Austin Western Co.
Graders, Crushers
Rollers, Sweepers

Barber-Greene Co.
Loaders, Conveyors
Finishers, Mixers

Heltzel Co.
Forms, Bins

Koehring Co.
Shovels, Cranes
Pavers, Dumptors

Kwik-Mix Co.
Concrete Mixers

La Plante-Choate Co.
Scrapers
Motor Scrapers

Manitowoc Eng. Wks.
Shovels, Cranes

Maxon Const. Co.
Dumpcretes

Miller Spreader Corp.
Spreaders

Mixermobile Mfgrs.
Scoops, Mixers, Lifts

Novo Engine Co.
Pumps, Engines
Hoists, Light Plants

Persons Co.
Ditchers

Schield Bantam Co.
Truck Shovels, Etc.

Simplicity Engr. Co.
Screens

Standard Steel Wks.
Bituminous Distributors
Flushers

Union Wire Rope Corp.
Wire Rope

Warner & Swasey Co.
Gradall

RECEIVED
FOR FILING

October 15, 1951

Great American Indemnity Company
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received notice of claim in the form of a letter dated October 9 from Columbia Equipment Company, 1240 S. E. 12th Avenue, Portland 14, stating that Berke Bros. and Allen E. Sackett, a sub-contractor for Berke Bros., owe them $424.42 plus interest and attorneys fees for equipment parts furnished on State Highway Contract No. 344E awarded to Berke Bros. for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ed

cc - Berke Bros.
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

HART, SPENCER, McCULLOCH, ROCKWOOD & DAVIES
ATTORNEYS AT LAW
PORTLAND 4, OREGON

RECEIVED
NOV 1951
FOR FILING

NOTED
F. QUERY

October 10, 1951

United Pacific Insurance Company,
Board of Trade Building,
Portland 4, Oregon.

Gentlemen:

Re: Oregon State Highway Contract No. 3448 - Berke Bros., Prime Contractor, Allen E. Sackett, Subcontractor

Our clients, Berke Bros., recently learned that notice has been given the Secretary of State and State Highway Commission of the existence of claims against Allen E. Sackett due to his failure to pay for labor and materials furnished in connection with the performance of his subcontract under Berke Bros.' Oregon State Highway Contract No. 3448. In addition, they understand that the State Industrial Accident Commission also has a claim against Mr. Sackett for unpaid contributions.

While we have not seen the performance bond furnished by Mr. Sackett for this job, we understand that it was executed by your company as surety. This is to advise you that in the event Berke Bros., or any persons in their behalf, are compelled to pay any of such claims, they will look to you for reimbursement of the money so expended.

Very truly yours,

Hart, Spencer, McCulloch, Rockwood and Davies

cc - Mr. Allen E. Sackett,
P.O. Box 296,
Hood River, Oregon.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

COPY

Form E-1—10M—7-50

F1-145(5)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 5, 19 51

Section Willow Creek - Boardman

Highway Columbia River

Contractor Berke Bros.

Date of contract Jan. 5, 19 51

Date work started Jan. 5, 19 51

Amount of contract . . . . . $ 509,302.60

Kind of work Grading & Topping

Section prefix 25-1012

Contract number 3448

Date of completion July 31, 19 51

~~Estimated~~ date of completion Sept. 30, 19 51

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 505,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 27,000, 65 %

Date project was completed Sept. 30, 1951, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the work as of Sept. 30, 1951.

NOTED
H. G. SMITH

RECEIVED
OCT 10 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed John H. Walker Asst Engr

Address Boardman Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	17.1	17.1			
Miles partially completed	17.1	17.1			
Miles completed	17.1	17.1			
Total estimated quantities	645,000	180,000			
Estimated quantities moved or placed to date	645,000	180,000			
Average daily quantities	-	-			
Average daily quantities necessary to complete project on time	-	-			
Number shifts per day	-	-			
Hours per shift	-	-			
Average force on project for week	-	-			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	[illegible]		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

State Printing Dept. 41608

RECEIVED
FOR FILING

71-11-6(5)
3448

Files

October 4, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 30, 1951 on Contract No. 3448, Willow Creek-Boardman Section, in connection with Federal Aid Project No. FI-145 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

MCW:gs

cc: John Cattrall

RECEIVED
OCT 1 - 1951
FOR FILING

September 28, 1951

Honorable Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of September 19, to which was attached three copies of a claim filed with your office by the State Industrial Accident Commission against Allen E. Sackett, a subcontractor and Berke Brothers, a principal in the sum of $1,127.41. This claim is for unpaid contributions to the Accident Commission in connection with State Highway Contract No. 3448, your file No. 3294.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:jo

NOTED ON CARD

RECEIVED
OCT 1 - 1951
FOR FILING

September 28, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the State Industrial Accident Commission against Berke Brothers, principal, and Allen E. Sackett, a subcontractor. This claim in the sum of $1,127.41 is for unpaid contributions owed to the Accident Commission by Mr. Sackett in connection with his operations as a subcontractor under State Highway Contract No. 3448 awarded to Berke Brothers for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished with the above described contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:je
Encl.

cc: Berke Brothers
7923 N. E. Halsey St.
Portland, Oregon

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

September 19, 1951

Mr. R. E. Glaisyer, Secretar
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from the State Industrial Accident Commission, Salem, Oregon, and filed as of this date, a Notice of Claim for contributions in the sum of $1,127.__ based on a payroll audit through July 31, 1951, against the bond taken from Perke Brothers, Principal, and Great American Indemnit Company, Surety, because of the failure of Allen E.Sackett, a sub-contractor under Perke Brothers, to pay the contributions due under State Highway Contract No. 3448, covering grading and topping work, also known as the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gilliam Counties. Our File No. 3294.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

E:Fb
Enc

RECEIVED
SEP 21 1951
State Highway Commission

State Industrial Accident Commission
Salem, Oregon.

Form 69

September 13, 19[illegible].

HEO. Firm [illegible], Allen Sackett,
Hood River, Oregon

Oregon State Highway Commission,
State Highway Building,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,127.41 based on the payroll audit through [illegible], 19[illegible], filed the bond taken from Berke Brothers and Hart, [illegible] Insurance Company, because of the failure of Allen Sackett, a sub-contractor under Berke Brothers, to pay the contributions due under the State Industrial Contract No. 3445, covering [illegible] and known as the White Creek-Bonneville section of the Columbia River Highway in Wasco and Klickitat Counties.

It is understood that this contract has not been completed and that there will be [illegible] paid.

[illegible]

[illegible]

[illegible]

Enclosure

CC-Secretary of State,
[illegible],
Salem, Oregon.
CC-[illegible],
c/o [illegible],
412 Failing Building,
Portland, Oregon.
CC-Berke Brothers,
[illegible],
Portland, Oregon.

[illegible]:
Filed [illegible]
Filed [illegible], 19[illegible]
[illegible], Secretary-Treasurer.

RECEIVED
OCT 1 - 1951
FOR FILING

September 27, 1951

K. C. Dack Construction Company
P. O. Box 0134
Milton-Freewater, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of September 19, being a statement of claim in the amount of $135.00 for equipment rental due from Allan F. Sackett, a sub-contractor for Berke Bros. on State Highway contract No. 3448.

Your claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:je

NOTED ON CARD

RECEIVED
OCT 1 - 1951
FOR FILING

Mrs Lewis

September 27, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland, 4, Oregon

Gentlemen:

We have received a letter from K. C. Dack Construction Company, P. O. Box 0134, Milton-Freewater, in which they state that Allan F. Sackett, a sub-contractor of Berke Bros., on the Willow-Creek-Boardman job, State Highway contract No. 3448 owes them $135.00, for equipment rental for the month of June, 1951.

This information is provided to your company in as much as it appears as surety on the performance bond furnished with the State Highway contract No. 3448.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQ:jo
Encl.

cc: Berke Bros.
7923 N. E. Halsey St.
Portland, Oregon

cc: Allan F. Sackett
P. O. Box 296
Hood River, Oregon

K. C. DACK CONSTRUCTION CO.

P. O. Box 0134

Milton-Freewater, Oregon

September 19, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Dear Sirs:

We wish to file with the Oregon State Highway Department the following amounts due from Allan F. Sackett, Subcontractor for Berke Bros, for equipment rental on the Willow Creek-Boardman Job, State Highway Contract No. 3448.

June 20	DW 10 Rental	5 hrs. @	7.50
June 21	DW 10 Rental	8 hrs. @	7.50
June 22	DW 10 Rental	8 hrs. @	7.50

Total Due $135.00

Very truly yours,

K. C. DACK CONSTRUCTION CO.

By Kenneth C. Dack

KCD/fl

REFERRED TO
Jurey
BY SECRETARY

RECEIVED
SEP 21 1951
FOR FILING

FI - (4-5)

1442

September 20, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the State Industrial Accident Commission dated September 18, 1951, in which they state that Allen E. Sackett owes them $1,127.41 for unpaid payroll contributions as a subcontractor under Berke Brothers on State Highway Contract No. 3448 for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

This information is furnished to your company inasmuch as it appears as surety on the performance bond furnished with the above-described contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Allen E. Sackett

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2441

Mrs Lewis

September 20, 1951

Industrial Accident Commission

PUBLIC SERVICE BUILDING

Attention Mr. H. E. Osborn

Gentlemen:

This is to acknowledge your letter of September 18 in which you state that Allen E. Sackett, a subcontractor under Berke Brothers, owes $1127.41 for unpaid payroll contributions on State Highway Contract No. 3448 awarded to Berke Brothers as principal contractor.

Your claim will be noted in our records, and we also will advise the surety and the contractor that it has been received. We are assuming that the carbon copy of the letter sent to the Secretary of State is to serve as a filing with that office to protect the claim for a period longer than six months following completion of the job and acceptance by the Commission. The contract, as you state, has not yet been completed but should be done this fall.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMISSION
1859

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

SALEM, OREGON

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

September 18, 1951

HEO: Firm No.130108, Allen Sackett,
Hood River, Oregon

-4418

Oregon State Highway Commission,
State Highway Building,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,127.11 based on a payroll audit through July 31, 1951, against the bond taken from Berke Brothers and Surety, Great American Indemnity Company, because of the failure of Allen E.Sackett, a sub-contractor under Berke Brothers, to pay the contributions due under State Highway Contract No.3[illegible], covering grading and topping work, also known as the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gillian Counties.

We understand that this contract has not been completed and that there will be further sums due us.

STATE INDUSTRIAL ACCIDENT COMMISSION

H. E. Osborn
H.E. Osborn
Assistant Commissioner

HEO:FB

CC-Secretary of State,
Capitol Building,
Salem, Oregon.
CC-Great American Indemnity Company,
c/o Wells-Reed Insurance,
412 Failing Building,
Portland 4, Oregon.
CC-Berke Brothers,
7223 N.E. Halsey Street,
Portland, Oregon.

RETURNED TO
BY SECRETARY

RECEIVED
SEP 24 1951
FOR FILING

FI - 4-a-(2)

W. S. Lewis

September 17, 1951

Honorable Earl T. Newbry
Secretary of State
C A P I T O L

Dear Mr. Newbry:

This is to acknowledge your letter of September 12 to which was attached three copies of a claim filed with your office by Empire Machinery Company. The claim is for materials and labor furnished to Berke Brothers, the principal, and Allen E. Sackett, the sub-contractor, on Contract No. 3443, your file No. 3292.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 12, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Raley, Kilkenny & Raley, attorneys, Pendleton, and filed as of this date a notice of claim by Empire Machinery Compnay, for materials and labor furnished in the amount of $5,424.22, against the bond taken from Berke Brothers, principal, Allen Sackett, sub-contractor, and The Great American Indemnity Company for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties for the Oregon State Highway Commission, Contract No. 3448, our file No. 3292.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

ENC.
NF:m

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FOR FILING

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3447

September 17, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the Empire Machinery Company, whose address is 1849 Southwest Court Avenue at Pendleton. This claim is for materials and labor furnished to Allen E. Sackett, a sub-contractor to Berke Brothers on State Highway Contract No. 3448, for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

The claim is in the sum of $5,424.22. This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished with the above described contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

cc Berke Brothers
7923 N. E. Halsey
Portland, Oregon

Allen E. Sackett

NOTED ON CARD

COPY

The Secretary of State
State of Oregon
Salem, Oregon

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Empire Machinery Company, an Oregon corporation, having its principal office and place of business at 1849 S. W. Court Avenue, Pendleton, Oregon, has a claim for materials and labor furnished and performed in the sum remaining unpaid in the amount of $4,427.22 against the bond taken from Berke Brothers and the Great American Indemnity Company for the work of Berke Brothers Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties for the Oregon State Highway Commission. Said items were furnished by the undersigned to Allen Sackett, a sub-contractor of said Berke Brothers, and were necessary for the prosecution of the work of said contract.

That an itemized statement and list of said items and credits is hereto attached, marked Exhibit A, and hereby referred to and in all of its parts made a part hereof.

Dated at Pendleton, Oregon, this 10th day of September, 1951.

EMPIRE MACHINERY COMPANY, a corporation

Corporate Seal

By J. K. Lee

STATE OF OREGON)
) ss
COUNTY OF UMATILLA)

I, J. K. LEE, being first duly sworn on oath, depose and say: That I am the Secty. Treas of the Empire Machinery Company, an Oregon corporation, named in the foregoing notice; that I know the facts therein set forth and believe the same to be true.

J. K. LEE

Subscribed and sworn to before me this 10th day of September, 1951.

(SEAL)

Notary Public for Oregon
My Commission Expires June 13, 1955

Filed
File No. 3448
Dated Sept. 10, 1951
E. L. Peterson, Secretary of State

Inv. Date	Inv.#	Qnty.	Part #	Description	Unit Pr.	Debit	Credit
Balance Forward as of March 2, 1951						2.95	
3/2/51	AR08102	2	04571	Belt	3.34	6.68	
3/2/51	AR08150	1	5B3561	Link	4.87	4.87	
		2	5B3561	Link	4.87	9.74	
3/2/51	AR08152	3	3F5895	Plug	.69	2.07	
		3	3F5896	Plug	.79	2.37	
		3	5F3186	Pin	6.46	19.38	
3/2/51	AR08154	1	7F9541	Pin	4.52	4.52	
3/2/51	AR18050			Credit Memo			.57
3/8/51	AR18188	1	2B1880	Cushion	.31	.31	
3/8/51	AR18337	1	154106	Bearing	1.65	1.65	
3/8/51	AR6406	100'	#56	Packing Wire	.15	15.00	
		3	7F4625	Lamp	11.66	34.98	
		24		Wire Clip	.03	.72	
3/8/51	AR08165	1	9[illegible]774	Bearing	5.15	5.15	
		1	3F2276	Bearing	1.38	1.38	
		1	2B1880	Cushion	.31	.31	
3/8/51	AR08173	1	1[illegible]654	Cone	20.74	20.74	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	6[illegible]7430	[illegible]ber	2.70	2.70	
		1	82[illegible]	[illegible]	5.23	5.23	
		1	8[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	8[illegible]	[illegible]	[illegible]	[illegible]	
		2	8[illegible]	[illegible]	[illegible]	[illegible]	
		2	[illegible]	[illegible]	.03	.06	
		2	[illegible]	[illegible]	.07	.14	
3/8/51	AR08184	1	[illegible]	[illegible]	.57	.57	
		6	[illegible]	[illegible]	.17	1.02	
		6	[illegible]	[illegible]	[illegible]	.12	
3/8/51	AR08191	6	[illegible]	[illegible]	[illegible]	[illegible]	
		6	[illegible]	[illegible]	[illegible]	[illegible]	
		6	[illegible]	[illegible]	[illegible]	[illegible]	
3/8/51	AR08[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	35.82	
		2	[illegible]	[illegible]	[illegible]	25.[illegible]	
[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	10.00	
		2	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]		
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
3/8[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
3/8[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	2.28	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

COPY

Inv. Date	Inv.#	Qty.	Part #	Description	Unit Pr.	Debit	Credit
3/8/51	AR18356			Credit Memo			1.38
3/15/51	AR18294	1	4P80A9	Cutting Edge	14.68	14.68	
		6	4 4454	Rivet	.11	.66	
3/15/51	AR18202	12	4-5510	Nut	.17	2.04	
		12	1 4230	Bolt	.04	.48	
		12	10108A	Fitting (receive)	.05	.60	
		12	4"	Lock Washer	.15 doz	.15	
		18"		Vellumoid	.60'	.90	
3/15/51	AR18356	1	4P80A9	Cutting Edge	35.92	35.92	
3/15/51	AR18202	100	7 [illegible]054	Rivet	.08 C	.08	
3/15/51	AR08190	1	4A334	Wrench	[illegible]	2.24	
3/15/51	AR18218	187	1-4439	Nut	10.50 C	19.64	
3/15/51	AR18212	7	[illegible]	Disc	[illegible]	42.21	
		1	[illegible]	[illegible]	3.09	3.09	
		2	[illegible]	[illegible]	[illegible]	19.38	
		6	4 [illegible]	Corner	.79	4.74	
		1	[illegible]	Stud	.[illegible]	[illegible]	
		2	[illegible]	[illegible]	.12	.24	
		4	[illegible]	[illegible]	.01½	.06	
		[illegible]	[illegible]	[illegible]	[illegible]	74.48	
		[illegible]	[illegible]	[illegible]	[illegible] C	12.92	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
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		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

COPY

Inv. Date	Inv.#	Qnty.	Part#	Description	Unit Pr	Debit	Credit
3/27/51	AR18534	1	2A17[illegible]	Gasket	.47	.47	
		1	5B3948	Lock	.13	.13	
3/27/51	AR18551	6	4F853	Bolt	.38	2.28	
		[illegible]	3F8384	Bolt	.25	2.00	
		30	3/8X1"	Capscrew	.02	.60	
		30	1B4391	Nut	.07	1.40	
		30	3/8	Lockwasher	.10 doz	.25	
3/27/51	AR19070	1	2A1748	Gasket	.47	.47	
3/27/51	AR18444	47"	3"	Metallic Lining	.15	7.05	
		100	7B5054	Rivet	.08 C	.08	
		1	5B3711	Cover	1.73	1.73	
		1	5B3965	Washer	1.01	1.01	
		1	5B3948	Lock	.13	.13	
		3	L-472	Cap Screws	.04	.12	
		3	S-1585	Cap Screw	.13	.39	
		1	5B4[illegible]4	Seal	.27	.27	
		3	3B4[illegible]	Lockwasher	.01	.03	
3/30/51	AR18580	7	1A4804	Bolt	1.25	[illegible].00	
		4	3/4	Lock Washers	.02	.08	
3/30/51	AR18579	2	1B4207	Nut	.17	.34	
		4	3/4X6	Bolts	.44	1.76	
		4	3/4	Nut	.06	.24	
3/30/51	AR18[illegible]	1	4[illegible]4	Gear Set			
		1	[illegible]0	Pin			
		1	[illegible]00	Gasket			
		1	6[illegible]07	Lock			
		1	99153	Piston			
		1	68306	Crankshaft	29.31	29.31	
3/30/51	AR21[illegible]	1	2A1079	Guide	4.76	4.76	
		1	2A1180	Guide	4.76	4.76	
		1	4B6486	Plate	17.46	17.46	
		1	2B[illegible]10	Bolt	15.46	15.46	
		1	2B1079	Nut	3.32	3.32	
4/3/51	AR[illegible]314	1	2A2946	Cap	2.08	2.08	
		4	2A1178	Stud	.25	1.00	
		4	4B1[illegible]8	Plate	.17	.68	
		1	2A41A	Bolt	.81	.81	
		1	1B4207	Nut	.07	.07	
4/3/51	AR21[illegible]8	1	5B5446	Plug	.43	.43	
		1	[illegible]1	Bolt	.05	.05	
		1	5B5147	Gasket	.11	.11	
		1	11961	Gasket	.24	.24	
		6	6D7279	Ring	.03	.18	
4/3/51	AR19873	1½ hrs	Labor	Repair to Motor	4.50	4.50	
4/3/51	AR21873	2	1B6385	Studs	.66	1.32	
		2	7/8	Nut	.04	.08	
4/3/51	AR21877	6	5/8X7	Bolts	.11	.66	
		6	3/8	Nuts	.04	.24	
		12	1/2X1½	Capscrews	.06	.72	
4/3/51	AR21[illegible]1	1	5B371[illegible]	Cover	1.73	1.73	
		2	[illegible]	Capscrew	.13	.26	
		2	1669	Fr. Hinge	.13	.26	
		2	4B1[illegible]0	F. Hinge	.13	.26	
4/5/51	AR22[illegible]	1	3B6374	Cap	3.99	3.99	
4/5/51	AR21968	112	6B1369	Rivet	.92 C	1.03	

COPY

ACCOUNT OF ALLEN SACHETT

Inv. Date	Inv.#	Qnty.	Part #	Description	Unit Pr.	Debit	Credit
4/5/51	AR21930	6	4F253	Bolt	.38	2.28	
		6	1E7331	Nut	.07	.42	
4/5/51	AR22333	2	7F3602	Lining	23.18	46.36	
		56	6B4043	Rivet	.85 C	.48	
4/5/51	AR18536	100	6B1369	Rivet	.92 C	.92	
		2	4B7065	Gasket	.03	.06	
		1	4E7077	Gasket	.08	.08	
		1	4E709	Gasket	.19	.19	
		1	1A7810	Pin	.96	.96	
4/5/51	AR22203	4	5F3186	Masterpin	6.46	25.84	
		4	3F5895	Spring	.69	2.76	
		4	3F5896	Plug	.79	3.16	
4/6/51	AR22512	1	hrs labor	gear housing		4.13	
				Overhead charges		1.50	
4/10/51	AR21993	12	7/16	Cap screws	.06	.72	
		12	1/2	Lockwashers	.15 doz	.15	
4/10/51	AR21964	1	4B9453	Shaft Assem	4.97	4.97	
		1	5B3260	Gear	14.66	14.66	
		2	4B9455	Roller Assem	2.76	5.52	
		1	4B9441	Spacer	.13	.13	
		1	7B7577	Case	13.42	13.42	
		1	4B9069	Gasket	.13	.13	
		1	4B8541	Gasket	.17	.17	
		1	5B7973	Gasket	.19	.19	
		1	4B8495	Gasket	.38	.38	
		6	6B783	Pins	.08	.48	
4/10/51	AR18353	4	1D6089	Bolt	1.08	4.32	
		1	4F6907	End Bit	18.90	18.90	
		1	4F6908	End Bit	18.90	18.90	
		300'	3/8"	Long Log Cable	.121	36.30	
5/10/51	AR22204	50	1B4021	Nut	7.13 C	3.57	
		50	3F9384	Bolt	.25	12.50	
4/12/51	AR22564			Labor on Work Order #320		9.00	
				Parts on Work Oregon #320		79.47	
4/12/51	AR22230	2	2A1741	Gasket	.47	.94	
4/11/51	AR22227	6	1822A	Fitting	.35	2.10	
		6	1824A	Fitting	.47	2.82	
		6	1627A	Fitting	.10	.60	
4/17/51	AR22933	6	9F3358	Link A	4.04	24.24	
4/17/51	AR23501	6	7B9968	Seal	4.12	24.72	
		12	7F8619	Bolt	.24	2.88	
		12	3B117	Bolt	.49	5.88	
		6	1F9304	Gasket	.04	.24	
4/20/51	AR22296	12	1827	Fitting	.12	1.44	
		6	1822	Fitting	.35	2.10	
4/20/51	AR22810	1	1B7088	Packing	.57	.57	
		6	3/4X3/4	Capscrews	.02	.12	
		6	3/8	Nuts	.01	.06	
		6	3/8	Lockwashers	.00	.03	
4/21/51	AR22841	12	1"	Lockwashers	.30 doz	.35	
4/21/51	AR22839	2	4F6620	Pin	2.33	4.66	
4/21/51	AR23494	8	7F5824	Link	.55	4.40	
		25	7F8619	Bolt	.24	6.00	
		25	1A4424	Nut	10.50 C	2.62	
		25	3877	Bolt	.14	3.50	
		25	1B4423	Nut	.07	1.75	
		16	3/16X1	Cutting	.01	.16	

COPY

Inv. Date	Inv. #	Qty.	Units	Description	Unit Pr.	Credit	Credit
4/21/51	[illegible]			[illegible]		15.75	
				[illegible] 362		323.31	
4/24/51	[illegible]	[illegible]		[illegible]	.77	[illegible]	
4/24/51	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	[illegible]	[illegible]	
4/24/51	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	.20	[illegible].28	
		[illegible]		[illegible]	.24	2.30	
		[illegible]		[illegible]	.07	1.26	
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
4/26/51	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
		[illegible]		[illegible]	[illegible]	[illegible]	
4/26/51	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
4/27/51	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	
4/27/51	[illegible]	[illegible]	[illegible]	[illegible]	.17	[illegible]	
		[illegible]	½X3	[illegible]	[illegible]	[illegible]	
		1	½X1	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
4/27/51	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
4/27/51	AR22658	1	[illegible]	[illegible]	[illegible]	[illegible].95	
4/27/51	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		2	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		2	L-7773	[illegible]	[illegible]	[illegible]	
5/3/51	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		2	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	Pin	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
5/3/51	AR23307	[illegible]	[illegible]	Pin	[illegible]	1.38	
		[illegible]	[illegible]	[illegible]	[illegible]	1.58	
		2	5F31[illegible]	Master Pin	[illegible]	[illegible]	
5/3/51	AR23307	2	D-8	Silver Looter tension bolt	[illegible]	[illegible].00	
5/3/51	AR22758	1	5/16x2	Capscrew	.38	.38	
		1	5/16	Capscrew	.03	.03	
		1	[illegible]	Lockwasher	.01	.01	
5/3/51	AR22790	300'	⅜"	Wire rope	[illegible]	[illegible].50	
5/3/51	AR23368	1	2m1100	Guide	[illegible]	4.70	
5/3/51	AR22773	2	3/4x6	Bolt	[illegible]	.38	
		2	3/4	Nut	[illegible]	[illegible]	
		[illegible]	3/4	Lockwasher	[illegible]	[illegible]	
5/3/51	AR22764	6	4F253	Bolt	[illegible]	[illegible]	
		6	4F138	Bolt	[illegible]	1.[illegible]	
		12	[illegible]	Nut	[illegible]	[illegible]	
		12	[illegible]	Lockwasher	[illegible]	[illegible]	
5/9/51	AR23344	2	3/4x[illegible]	Bolt	[illegible]	[illegible]	
		2	[illegible]	Nut	[illegible]	[illegible]	
5/9/51	AR22184	[illegible] hr.	[illegible]	[illegible]	[illegible] hr.	[illegible]	

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Inv. Date	Inv. #	Qnt.	Part #	Description	Unit Pr.	Debit	Credit
5/9/51	AM23354	2	[illegible]	[illegible]	.69	1.38	
		2	3F[illegible]	[illegible]	.79	1.58	
		2	5F3180	[illegible]	[illegible].46	12.92	
5/9/51	AM23361	6	[illegible]	[illegible]	[illegible].25	1.50	
		6	[illegible]"	[illegible]	.08	.24	
		[illegible]	[illegible]	[illegible] Lockwasher	.25 doz	.12	
5/9/51	AM23359	2	7[illegible]3[illegible]4	Bushing	9.48	18.96	
5/9/51	AM23360	1	2A1099	Valve	4.76	4.76	
5/10/51	AM23289	2	3F5895	Plug	.69	1.38	
		2	3F5890	Plug	.79	1.58	
		2	5F3180	Master rin	6.46	12.92	
5/11/51	AM23285	4	5[illegible]7	Nut	1.02	4.08	
		2	8D6912	Bolt	1.34	2.68	
		2	1D4206	Nut	.04	.08	
		4	5D0823	Washer	.38	1.52	
		4	1"	Lockwashers	.04	.16	
		2	5F3186	Pin	6.46	12.92	
		2	3F5895	Plug	.69	1.38	
		2	3F5896	Plug	.79	1.58	
5/15/51	AM23022	2	5[illegible]711	Cover	1.73	3.46	
		6	[illegible]383	Bolt	.13	.78	
		2	5[illegible]0[illegible]	Gear	.27	.54	
5/15/51	AM23278	8	5[illegible]8[illegible]3	Bolt	.14	1.12	
		8	5[illegible]8	[illegible]	[illegible]	.40	
		8	[illegible]	[illegible]"	.13 ea	.10	
5/15/51	AM23276	[illegible]	[illegible]	Fluid [illegible]	.37	2.61	
		2	[illegible]7	[illegible]	.03	.08	
		[illegible]	[illegible]	[illegible]	.32	4.80	
5/15/51	AM23[illegible]		[illegible]	[illegible]	.38	2.28	
		[illegible]	[illegible]	[illegible]	.07	.28	
		[illegible]	[illegible]	[illegible]	[illegible]	.28	
		8	[illegible]	[illegible]	.25	2.00	
5/15/51	AM23354	2	[illegible]	[illegible]	[illegible]	[illegible]	
5/15/51	AM23380			Credit for Accounts [illegible]			1000.00
5/17/51	AM23255	6	5[illegible]380	[illegible]	[illegible]	[illegible].76	
		[illegible]	[illegible]	[illegible]	.79	4.74	
		2	1[illegible]80	[illegible]	.96	1.92	
5/17/51	AM23254	2	5[illegible]6	[illegible]	[illegible].6	12.92	
		[illegible]	[illegible]	[illegible]	[illegible]	1.38	
		2	3F589[illegible]	[illegible]	.79	1.58	
5/22/51	AM23908	9	[illegible]	[illegible]	.81	7.29	
5/22/51	AM23894	[illegible]	[illegible]47[illegible]	Capscrew	[illegible]	.12	
		1	5[illegible]9[illegible]8	Lock	[illegible]	[illegible]	
		4	[illegible]	[illegible]	[illegible]	[illegible]	
		1	[illegible]	[illegible]	[illegible]	[illegible]	
		2	4-92[illegible]	[illegible]	[illegible]	[illegible]	
5/22/51	AM23256	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
5/22/51	[illegible]		[illegible]0		[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
5/23/51	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
5/23/51	AM[illegible]27	[illegible]	[illegible]	Credit [illegible]	[illegible]	1099.00	

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ACCOUNT OF ALLEN SACHETT

Inv. Date	Inv.#	Qnty.	Part #	Description	Unit Pr.	Debit	Credit
5/24/51	AR22099			Credit memo for Parts Returned			41.32
5/24/51	AR23849	1	3F9401	Weldo A	1.63	1.63	
5/24/51	AR23819			Credit memo for Part Returned			3.32
5/24/51	AR23067	1	9D565	Roller Assem.	26.94	26.94	
		1	4B8014	Seal	1.10	1.10	
		6	2[illegible]1025	Link Assem.	4.02	24.12	
		36	3/16X1½	Cutter Pins	.15 doz	.45	
5/24/51	AR23790	300'	1"	Cable	.205	61.50	
5/29/51	AR12389	12	3/8X1	Mach. Bolts SAE	.02	.24	
		24	4"X1"	Mach. Bolts	.03	.72	
		12	3/8X1½	Mach. Bolts	.03	.36	
		12	½X1½	Mach. Bolts	.06	.72	
		12	3/8X1	Mach. Bolts	.08	.96	
		24	8X1½	Mach. Bolts	.10	2.40	
		8	7/8X3"	Mach Bolts	.20	1.60	
		8	3/4X3"	Flat Head	.25	2.00	
		36	3/8	Nut	.02	.72	
		12	3/8	Nut	.03	.36	
		12	NF	Nuts	.03	.36	
		36	1/8NC	Nuts	.05	1.80	
		8	3/4Nc	Nuts	.10	.80	
		8	1B4231	Nuts	.07	.56	
		2	2F4210	Tension Bolts	15.46	30.92	
		1	1A1669	Nut	3.32	3.32	
5/29/51	AR12389	2	3F5895	Plug	.69	1.38	
		2	3F5896	Plug	.79	1.58	
		2	5F3106	Pins	6.46	12.92	
		1	5/7X6	Cotterer Sal	.19	.19	
6/1/51	AR12345	3	L477	Capscrew	.04	.12	
		1	5 3343	Lock	1.31	1.31	
		1	5L3965	Washer	1.01	1.01	
6/2/51	AR12106	1½hr.		Welding	4.50	6.75	
6/2/51	AR12331	1	1F5770	Collar	22.89	22.89	
6/6/51	AR12344	1	3F5367	Bolt	12.48	12.48	
6/6/51	AR12243	1	1D4643	Bolt	1.69	1.69	
		1	1"	Nut	.12	.12	
6/6/51	AR23690	1	3F9601	Link	37.24	37.24	
6/6/51	AR12129	4 hr.	Labor	Overhauls	3.00 hr.	12.00	
6/6/51	AR12247	50	3F9384	Bolt	.25	12.50	
		50	1D4231	Nut	7.14	3.57	
6/6/51	AR12249	4	4F453	Bolt	.32	2.08	
		8	3F9384	Nut	.25	2.00	
		14	1B4231	Nut	.07	.98	
		14	3D4512	Lockwasher	.02	.28	
6/6/51	AR12099	2	1M224	Fitting (Grease)	.35	.70	
		8	1131	Cap Screw	.32	2.56	
		8	3B9510	Lockwasher	.02	.16	
		2	7B9456	Collar	5.31	10.62	
		24	1A4229	Capscrew	.08	1.92	
		12	7B9457	Lock	.03	.36	
		1	1F6306	Gasket	.04	.16	
		2	1F5721	Sheet	19.44	38.88	
		2	4F262	Lock	.61	1.22	
		4	7B9453	Seal	3.76	15.04	
		4	7B9454	Plate	1.82	7.28	
		2	7B9455	Collar	5.59	11.18	
		4	1F6411	Machine Screw	.40	1.60	
		1 hr	Labor	Overhaul Bolters	3.00	3.00	

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[redacted] Account of Allen Sachett [redacted]

Inv. Date	Inv.#	Qnty	Part #	Description	Unit Price	Debit	Credit
6/6/51	AR12800	12	4A332	Elements	.81	9.72	
6/12/51	AR12702	1	6.8790	Gear	65.91	65.91	
		1	2A141	Flange Assem.	50.00	50.00	
		1	2A139	Seal	2.92	2.92	
		2	2A189	Gasket	.19	.38	
		2	2A299	Gasket	.14	.28	
		1	2A300	Seal	.55	.55	
		1	2A1049	Seal	.55	.55	
		2	2A302	Seal	.13	.26	
		2	2A301	Seal	.13	.26	
		2	2A332	Plate	3.27	6.54	
		2	2A1740	Gasket	1.25	2.50	
		1	15720	Gasket	3.78	3.78	
		1	21280	Cover	.56	.56	
		1	2A	Body	2.30	2.30	
			2	Body	.22	.44	
			2	Cover	.32	.64	
		1		Cover	.78	.78	
6/12/51	AR12	1	31	Body	3.22	3.22	
6/12/51	AR12	2	5D4454	Race	2.16	4.32	
6/12/51	AR12614	1	2	Cover	.24	.24	
6/12/51	AR12634	3	4	Body	10.96	20.88	
6/12/51	AR12647	1	21	Race	.50	.56	
		1	2A	Insert	.08	.08	
		1	2A	Gasket	.05	.05	
6/12/51	AR12649	12	4	Insert	.15	1.80	
		1	1	Gasket	3.78	3.78	
		2	2	Cap Screw	.16	.32	
		2	2	Lock Washer	.02	.04	
6/13/51	AR12665	2	1	Gasket	.04	.08	
		1	2.1315	Gasket	.14	.14	
		12	2.7111	Packing	.15	1.80	
		2	9	Gasket	1.08	2.16	
		2	2	Gasket	1.48	2.96	
6/13/51	AR12	3	2	3/4-56 Bolt	.30	.90	
		1	1	Bolt	.22	.22	
		4	2	Washer	.02	.08	
		4	1.4707	Nut	.10	.40	
		1	1A6063	Bolt	.18	.18	
		1	2.4510	Lock Washer	.02	.02	
		1	1.4730	Nut	.02	.02	
		1	1	Sleeve	9.50	9.50	
		4	4.7473	Cap Screw	.08	.32	
		1	2.2111	Flange	1.05	1.05	
		1	1.1800	Lock	.13	.13	
		1	2.5470	Spring	.27	.27	
		1	2.5405	Spring	.19	.19	
6/13/51	AR13188	1	1	Body	3.76	3.76	
6/13/51	AR23495	1	2	Grinding Ring	70.76	70.76	
6/13/51	AR13178	24	6.8774	Fitting	.17	4.08	
		24	6.8773	Cap	.13	3.12	
		4	2.4570	Lock Washer	.11	.44	
6/16/51	AR13050	1	2.1808	Plate	18.74	18.74	
6/16/51	AR13050	1	3	Body 3" Cover	59.95	59.95	

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ACCOUNT OF ALLEN SACHETT (9)

Inv. Date	Inv.#	Quan.	Part #	Description	Unit Pr.	Debit	Credit
6/16/51	AR13181	6	1A3060	Nut	.17	1.02	
		1	2AC14	Gasket	.08	.08	
		1	3C388	Gasket	.08	.08	
		1	2A2446	Gasket	.03	.03	
		1	2A1952	Gasket	.08	.08	
		2	2A495	Gasket	.08	.16	
6/16/51	AR13020	1	5A1143	Cover	1.73	1.73	
6/20/51	AR12522	6	2A5	Packing	8.70	52.20	
6/21/51	AR12520	1	2A360	Gasket	.55	.55	
		1	2A1047	Gasket	.55	.55	
		2	2A302	Gasket	.14	.28	
		2	2A301	Gasket	.13	.26	
		2	2A1047	Gasket	.24	.48	
		12	3/4x3	Capscrew	.20	2.40	
		12	3/4	Nuts	.10	1.20	
		12	3/4	Lockwashers	.25 do	.25	
6/21/51	AR12520	2	3/4x6	Bolt	.44	.88	
		2	5/8x6	Bolt	.20	.40	
		2	3/4	Nut	.10	.20	
		2	5/8	Nut	.05	.10	
		2	5/8	Lockwasher	.01	.02	
		2	3/4	Lockwasher	.02	.04	
6/21/51	AR12037	1	6AN8	Union	2.16	2.16	
		2	6BN8	Sleeve	.30	.60	
		2	10SN8	Nut	.32	.64	
		1	5 913	Bolt	4.75	4.75	
		1	1-5660	Nut	.07	.07	
		2	2A352	Packing	.27	.54	
		2	5A643	Seal	.15	.30	
		1	2A1550	Cover	.32	.32	
		2	2A299	Gasket	.14	.28	
6/21/51	AR13031	4	7 5A50	Nut	.24	.48	
		1	1 5667	Plate	36.74	36.74	
		2	2A477	Gasket	.32	.64	
		2	2A1052	Gasket	.44	.88	
		2	2A478	Gasket	.08	.16	
6/21/51	AR13015	1	6F7276	Hose	4.01	4.01	
		2	1A4239	Nut	.47	.94	
6/21/51	AR12500			Credit Memo for Parts Returned			1.73
6/21/51	AR12550			Credit Memo for Parts Returned			.32
6/23/51	AR22087	1	0137	Sleeve	10.85	10.85	
		1	0138	Sleeve Pin	7.01	7.01	
		1	0139	Spring	4.49	4.49	
		2	1562	Oil Seal	.94	1.88	
6/26/51	AR12840	6	1824	Fitting	.35	2.10	
		6	1825	Fitting	.47	2.82	
6/26/51	AR12992	1	2A201	Gasket	.90	.90	
6/26/51	AR12825	2	3B3384	Gasket	6.45	12.90	
		2	2A195	Gasket	2.37	4.74	
		12	1A531	Bolt	.38	4.56	
		12	3A491A	Lock Washer	.02	.24	
		12	1A432	Nut	.07	.84	
6/26/51	AR13291	15"	3/4 H.C.	Hose	4.50	67.50	
		1	2736	Fitting	1.50	1.50	
		1	3/4	Fitting	.90	.90	
		½ Hr.	Labor	To Assemble	1.50	.75	
6/26/51	AR12827	1	5A3033	Valve	77.25	77.25	

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ACCOUNT FOR ALLIS SCHMITT

Inv. Date	Inc.#	Qnty.	Part#	Description	Unit Pr.	Debit	Credit
6/27/51	AR12914	300'	3F1500	Cable	59.95	59.95	
6/27/51	AR12904	1	6B2172	Ring	.36	.36	
6/30/51	AR16348			Parts for W. O. #471		228.43	
				Accessory Parts for W.O.#471		1.18	
				Labor used on W.O.#471		37.50	
7/5/51	AR15836	1	3F9001	Wedge	1.63	1.63	
		2	1A2846	Cap	2.08	4.16	
7/6/51	AR16391	3 hrs.		Labor on GMC Head	3.00 hr.	9.00	
7/6/51	AR15854	12	3B9384	Bolts	.25	3.00	
		15	3/4	Nuts	.10	1.50	
		3	3/4X6"	Bolt	.44	1.32	
7/6/51	AR12066	6 sets	.050	Undersize Bronze - 6	7.70	46.20	
7/11/51	AR16414	1	80231	Grease Gun	3.35	3.35	
7/12/51	AR16471	1	6B2556	Nut	8.58	8.58	
7/12/51	AR16579	12	31597	Bolts	.14	1.68	
		1	1B4435	Nut	.07	.07	
		11	1B4C06	Nut	.04	.44	
		1	Sitrex	Tension Looster Nut	12.50	12.50	
7/12/51	AR16403	1	2A300	Seal	.55	.55	
		1	8A1049	Seal	.55	.55	
		2	2A302	Seal	.13	.26	
		2	2A301	Seal	.13	.26	
		2	2A299	Gasket	.14	.28	
7/17/51	AR14091	4	4A6622	Collar	.79	3.16	
		6	3/4	S-E Nut	.10	.60	
		1	6F7274	Hone	4.48	4.48	
7/25/51	AR14140	1	69730	Point Set	.15	.15	
		1	63438	Point Set	1.85	1.85	
		1	23402	Rivet	1.10	1.10	
8-7-51	AR23850	2	2E5566	Roller Assem.	34.05	68.10	
						$4,472.86	$1,048.64
				Total Balance Due			$3,424.22

RECEIVED
FOR FILING

Mrs. Lewis

September 13, 1951

Raley, Kilkenny & Raley
Attorneys at Law
101 Southeast Byers Avenue
Pendleton, Oregon

Attention Mr. James H. Raley

Gentlemen:

As requested in your letter of September 11, we are forwarding by separate mail a certified copy of Berke Brothers Contract No. 3448.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

NOTED ON CARD

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636
Air Mail

September 11, 1951

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Thank you for your letter of August 28th.

Please send us a certified copy of the Berke Brothers Contract No. 3448, so that we will have the necessary information on hand to commence suit.

We are enclosing a copy of the notice which does not have Exhibit A attached. The original notice sent to the Secretary of State has Exhibit A attached.

Yours truly,

RALEY, KILKENNY & RALEY

By James H Raley

Enc:
Notice

REFERRED TO
Glaisyer
BY SECRETARY

Rec'd certified copy & letter
return card

9-12-51

The Secretary of State
State of Oregon
Salem, Oregon

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Empire Machinery Company, an Oregon corporation, having its principal office and place of business at 1849 S. W. Court Avenue, Pendleton, Oregon, has a claim for materials and labor furnished and performed in the sum remaining unpaid in the amount of $5,424.22 against the bond taken from Berke Brothers and the Great American Indemnity Company for the work of Berke Brothers Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties for the Oregon State Highway Commission. Said items were furnished by the undersigned to Allen Sackett, a sub-contractor of said Berke Brothers, and were necessary for the prosecution of the work of said contract.

That an itemized statement and list of said items and credits is hereto attached, marked Exhibit A, and hereby referred to and in all of its parts made a part hereof.

DATED at Pendleton, Oregon, this 10th day of September, 1951.

CORPORATE SEAL

EMPIRE MACHINERY COMPANY, a corporation

By J. N. Lamb

STATE OF OREGON)
) ss
County of Umatilla)

I, J. N. Lamb, being first duly sworn on oath, depose and say: That I am the Sec'y. Treas. of the Empire Machinery Company, an Oregon corporation, named in the foregoing notice; that I know the facts therein set forth and believe the same to be true.

J. N. Lamb

Subscribed and sworn to before me this 11th day of September, 1951.

Notary Public for Oregon
My Commission Expires March 8 1955

RECEIVED
SEP 17 1951
FOR FILING

September 11, 1951

K. C. Dack Construction Company
Box 0134
Milton-Freewater, Oregon

Attention: Mr. Kenneth C. Dack

Gentlemen:

This is in reply to your letter of September 5 in which you requested information regarding filing a claim against Allen Sackett on the Willow Creek-Boardman job. Berke Bros., 7923 N. E. Halsey Street, Portland, are the principal contractors on this job which to date has not been completed. Mr. Sackett, we understand, worked as a sub-contractor for them. The State does not recognize sub-contractors on a job but looks to the principal contractor for satisfaction inasmuch as it is the principal who has provided the performance bond.

The Great American Indemnity Company, 412 Failing Building, Portland, provided the performance bond on State Highway Contract No. 3448, awarded to Berke Bros. for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. This bond is to assure satisfactory completion of the work and payment of all bills incurred in connection with the contract.

If you advise us the nature and amount of the claim we can then enter it in our records and in turn advise the surety and the contractor that it has been received.

If you feel it necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you also file your claim with the Secretary of State. As a guide in preparing this claim we have attached excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:md
Attach.

Secretary

K. C. DACK CONSTRUCTION COMPANY
Box 0134
Milton-Freewater, Oregon

September 5, 1951

Oregon State Highway Dept.
Salem, Oregon

Dear Sirs:

We are requesting information as to the procedure for filing a claim for equipment rental against Alan F. Sackett, Subcontractor for Berke Bros., who are Prime Contractors on the seventeen miles of new highway starting at Boardman, Oregon and ending at Heppner Junction.

Very truly yours,

K. C. DACK CONSTRUCTION CO.

By Kenneth C. Dack

KCD/fl

RECEIVED
FOR FILING

ALLEN E. SACKETT ~ *General Contractor*

BUS. PHONE 1266
RES. PHONE 3019

HOOD RIVER, OREGON

MAILING ADDRESS
P. O. BOX 296

COPY

September 10th, 1951

Great American Indemnity Co.
C/o Wells-Reed Insurance
Failing Building
618 S.W. 5th Ave.
Portland, Oregon

NOTED
W. G. WILLIAMS

Gentlemen:

Re: Contract No. 3448 - Berke Bros.
Allen E. Sackett, Subcontractor

This is in reply to letter of Mr. Pete Berke of Berke Bros. regarding the slow progress of my work under subcontract for construction of State Highway project between Heppner Junction and Boardman on U.S. Highway 30. Please be advised that I have completed my contract in its entirety as of this date.

During the past three weeks my progress toward completion has been very greatly handicapped or retarded due to the fact that I moved in onto a portion of work which Berke Bros. originally were to do and at the time I moved my shovel and equipment in there I had been promised by Mr. Pete Berke that they would do the drilling and blasting in sufficient quantities to allow my shovel and dirt hauling equipment to operate at full capacity. However, this they failed to do and it was necessary for me to move in my own drilling and blasting equipment in order to secure a reasonable production.

Another factor affecting the progress of my operations is the fact that Berke Bros. have not lived up to the original bid agreement for this work, nor have they complied with the conditions of my subcontract with regard to payment of funds according to that contract. This has very seriously handicapped my operations due to the fact that I was unable to purchase parts and materials when and as needed. In fact, it has resulted in a definite injury to my financial structure and credit standing.

Also, for your information, there is a disputed amount of yardage according to our subcontract agreement. You will note from your copy that the work subcontracted to me ended at Station 922 + 00. However, prior to the time my work progressed close to Station 898 Mr. Pete Berke placed a stake in the center of the project and said in effect: Your work stops here and you can not come beyond this point with your equipment. His object in placing this stop order was very obvious to me inasmuch as there were approximately 20,000 yards of easily accessible yardage which could be moved at a very fine margin of profit. This order I objected to at the time as a violation of contract. However, they then moved their equipment in and proceeded to move this yardage, whereby I suffered the loss of a considerable yardage.

ALLEN E. SACKETT ~ General Contractor

BUS. PHONE 1266
RES. PHONE 3019

MAILING ADDRESS
P. O. BOX 296

HOOD RIVER, OREGON

We also wish to advise you as surety underwriters that unless Berke Bros. are willing to settle with me in a just and equitable manner within the time limits a claim for loss of revenue and possibly damages will be filed.

Very truly yours,

ALLEN E. SACKETT

/s/ Allen E. Sackett

Allen E Sackett

AES/t

cc - United Pacific Ins. Co.
- Berke Bros.
- Oregon State Highway Commission

P.S. I have intentionally held up sending this letter for a week, anticipating that Berke Bros. would make an effort to effect an equitable settlement. Berke Bros., however, have made no effort to contact me. Consequently, I have no alternative but to go on record as indicated above.

ALLEN E. SACKETT

/s/ Allen E. Sackett

Allen E Sackett.

RECEIVED
SEP 17 1951
FOR FILING

Mrs Lewis

September 10, 1951

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Westland Equipment Company, 660 North Tillamook Street Portland 12, in which they state they have a claim in the amount of $718.37 against Allen Sackett operating as a subcontractor under Berke Brothers on State Highway Contract No. 3448 for work on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. They do not list any details concerning the nature of their claim.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Bros.
7923 N. E. Halsey Street
Portland, Oregon

Allen E. Sackett
P. O. Box 296
Hood River, Oregon

RECEIVED
SEP 17 1951
FOR FILING

September 10, 1951

Westland Equipment Company
660 North Tillamook Street
Portland 12, Oregon

Attention: P. W. Benson, Office Manager

Gentlemen:

We have your letter of September 7 stating that you have a claim in the amount of $718.37 against Allen Sackett, a subcontractor to Berke Brothers on State Highway Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties. This contract to date has not been completed.

The Great American Indemnity Company through their agent, Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond in connection with this contract. The bond assures not only satisfactory completion of the job but payment of all bills incurred in connection with the contract. The State does not enter into the matter of determining validity of claims nor does it make payment direct to the claimant.

Your claim will be noted in our records and we will advise the surety and contractor that it has been received.

The State does not recognize subcontractors but looks to the principal contractor as he is the one who has furnished the performance bond.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing there is attached an excerpt from the Oregon Laws outlining the necessary procedure.

The principal contractor on this job is Berke Brothers, 7923 Northeast Halsey Street, Portland, Oregon

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:md

Secretary

Phone,
MUrdock 6338

Westland Equipment Company

BIT SERVICE
660 N. Tillamook Street
Portland 12, Oregon

Contractors Equipment
Rental - Sales - Service

September 7, 1951

Oregon State Highway Department
Salem, Oregon

3448

Gentlemen:

We have a claim in the amount of $718.37 against Allen Sacket, PO Box 296, Hood River, Oregon, who is doing sub-contract work under Berke Brothers on Contract 3448 - Boardman-Willow Creek Section of the Columbia River Highway.

We would appreciate your advising us the proper method for filing claim against this job.

Very truly yours,

WESTLAND EQUIPMENT COMPANY

By P. W. Benson
Office Manager

RECEIVED
SEP 5 1951
FOR FILING

FI-145(6)
3042

September 5 1951

Berke Bros.
7923 N. E. Halsey St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 45 days, from July 31 to September 14, 1951, within which to complete your contract No. 3448 for grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

GI

cc: R. F. Chidsey,
Division Engineer

John H. Walker,
Resident Engineer

H. J. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING

FI - 145151

3448

August 28, 1951

Raley, Kilkenny and Raley
101 S. E. Byers
Pendleton, Oregon

Gentlemen:

The bonding company on Berke Brothers Contract No. 3448 for grading and topping the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties is the Great American Indemnity Company. The agent for them on this bond is Wells-Reed Insurance, 412 Failing Building, Portland 4.

This is in response to your telegram received yesterday afternoon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PR=PEA048 PD=PENDLETON ORG 27 1019A=

STATE HIGHWAY COMMISSION=

SALEM ORG=

Contract 3448

1951 AUG 27 PM 1 14

SEND NAME OF BONDING COMPANY ON BERKE BROTHER JOB NEAR BOARDMAN SO WE CAN FILE NOTICE AGAINST BOND FOR ONE OF SUBCONTRACTORS CREDITORS=

RALEY KILKENNY & RALEY=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING
FI-145(2)
3448

August 16, 1951

Oregon State Highway Commission

Request for Extension of Time No. 14. Last request for August 20 and 21 Meeting.

Gentlemen:

Herewith is a request from Berke Brothers for an extension of time on Contract No. 3448, Willow Creek-Boardman Section of the Columbia River Highway, from August 1, 1951 to September 14, 1951.

Bids were taken on this project on November 10, 1950 but the contract was not awarded until January 5, 1951 due to right of way difficulties on certain parcels being acquired from the U. S. Government. Also, the contractor was required to do some additional work in connection with the underpass approaches between the Stanfield-Boardman Highway and the old Columbia River Highway.

I would recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

EAP:sh bl

RECEIVED
1951
FOR FILING

August 13, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3448, Willow Creek - Boardman Section of the Columbia River Highway, Ore. FL-145 (5), from August 1st, 1951, to September 14th, 1951, to Berke Bros., Contractors.

Bids were taken on this project on November 10th, 1950, but the contract was not awarded until January 5th, 1951, due to right of way difficulties on certain parcels being acquired from the U. S. Government. Also, the contractor was required to do some additional work in connection with the Underpass approaches between the Stanfield - Boardman Highway and the old Columbia River Highway.

For these reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:EAP:sh

August 13, 1951

Mr. G. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3448, Willow Creek - Boardman Section of the Columbia River Highway, Ore. FI-145 (5), from August 1st, 1951, to September 14th, 1951, to Berke Bros., Contractors.

Bids were taken on this project on November 10th, 1950, but the contract was not awarded until January 5th, 1951, due to right of way difficulties on certain parcels being acquired from the U. S. Government. Also, the contractor was required to do some additional work in connection with the Underpass approaches between the Stanfield - Boardman Highway and the old Columbia River Highway.

For these reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

. C. Williams
Assistant State Highway Engineer

CW:EA:sh

RECEIVED
AUG 2 1951
FOR FILING

July 31, 1951

Mr. H. E. Harris
State Industrial Accident Commission
Public Service Bldg.

Dear Mr. Harris:

As per your telephone request of yesterday we have secured the following information concerning Mr. Allen Sackett and his operations on State Highway contracts:

Mr. Sackett has only one contract with the State Highway Department in which he is recognized as the principal contractor. This is on Contract No. 3353 for grading and surfacing the Salisbury Junction-Ioker Creek Section of the Sumpter Valley Secondary Highway in Baker County. This contract was completed July 16 but has not yet been accepted by the Commission. On this contract Mr. Sackett has coming to him approximately $22,000 on the semi-final estimate which has not yet been completed, and in addition to that $2,357.55 retained percentage which will be withheld until after the contract has been accepted.

Mr. Sackett has also acted as a subcontractor under Berke Brothers for grading and topping the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gilliam counties, State Highway Contract No. 3448. This contract has not yet been completed.

He also acted as a subcontractor to A. H. Saxton and Sons for grading and surfacing the Squally Hook-Quinton Section of the Columbia River Highway in Gilliam counties, Contract No. 3251. This contract was completed June 29, 1951, but has not yet been accepted by the Commission.

If any of the claims you have against Mr. Sackett are in connection with the contracts on which he operated as a subcontractor, your claim should be filed against the principal contractor.

RECEIVED
MAY 31 1951
FOR FILING

Mrs Lewis

71-14-(1)

3448

May 29, 1951

Great American Indemnity Co.
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter dated May 28 from D. W. Voreis of Gladstone, advising that Mr. Allen Sackett owes him approximately $1,500 for rental on a D-7 tractor used on the Heppner Junction to Boardman job. He states that the tractor was used between February 15 and April 1, 1951.

From the description Mr. Voreis has provided, it appears that the contract to which he refers is the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam counties, awarded to Berke Brothers as State Highway Contract No. 3448.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished with Contract 3448.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Berke Brothers
7923 N. E. Halsey Street
Portland, Oregon

Mr. Allen E. Sackett
P. O. Box 296
Hood River, Oregon

RECEIVED
MAY 21 1951
FOR FILING

71 (4-1-1)
412

Mrs Lewis

May 28, 1951

Contract 3448

Mr. D. W. Voreis
Gladstone, Oregon

Dear Mr. Voreis:

We have your letter dated May 28 in which you state that Mr. Allen Sackett owes you approximately $1,500 for rental of a D-7 tractor on the Heppner Junction to Boardman job. We believe that the contract to which you refer is the Willow Creek-Boardman Section on the Columbia River Highway in Morrow and Gilliam counties which was awarded to Berke Bros., 7923 N. E. Halsey Street, Portland, Oregon. We have heard that Mr. Sackett operated as a sub-contractor on this job. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond on this job.

As you probably know, the State does not recognize sub-contractors on a job but looks to the principal who furnished the bond for satisfactory completion and payment of just bills.

This job has not yet been completed but the time limit is set for July 31, 1951.

We will notify Berke Brothers and the surety that your claim has been received and it will also be noted in our records; however, if you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

3448

Gladstone, Ore
May 28 1951

Att. W. Hoyt

Dear Sir:

I rented a D7 Caterpillar tractor to Allan Sackett, a contractor of Hood River, Ore on the Keppen Junction to Boardman Road Job. This machine with Driver Earned $2200 Dollars - of which there is approximately $500 yet due.

The machine was taken off April 1st of this year about 60 Days back. I have never been able to contact Mr. Sackett to secure settlement the machine went to work Feb. 15 - and was taken off April 1st.

I don't Know if he is bonded on this job or not. If he is I would appreciate the name of the bonding company. Berke Bros Have the East end of the job and probably bonded all of the job any How I would like to be paid for work performed

I Hesitate to write you about this being too familiar with such things but feel that is my only chance of getting paid. In the event Mr. Sockett Contact me and makes payment I will notify you immediately

Yours Sincerly
D. M. Voreis

U. S. GOVERNMENT

RECEIVED
MAY 31 1951
FOR FILING

COPY FOR Mr. Williams
from H. B. Glayser, Secretary

Gladstone, Ore
May 28, 1951

Att. Mr. Glayser

Dear Sir:

I rented a D.7. Caterpillar tractor to Allan Sackett, a contractor of Hood River, Ore. on the Heppner Junction to Boardman Road Job. This machine with Driver Earned $2700 Dollars of which there is approximately $1500 yet due.

The machine was taken off April 1st of this year about 60 Days back. I have never been able to contact Mr. Sackett to secure settlement. The machine went to work Feb. 15 and was taken off April 1st.

I don't know if he is bonded on this job or not. If he is I would appreciate the name of the bonding company. Berke Bros have the East end of this job and probably bonded all of the jobs anyhow I would like to be paid for work performed.

I hesitate to write you about this being too Familiar with such things, but feel that is my only chance of getting paid. In the event Mr. Sackett contacts me and makes payment I will notify you immediately.

Yours sincerely

/s/ [illegible]. Voreis

RECEIVED
H. B. GLAYSER

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Mar. 19, 1931

Mr. J. F. Quirk
District Plant Engineer
Pacific Telephone & Telegraph Company
Portland, Oregon

Dear Sir:

Some conferences and some communications have passed between your office and the Engineer of the Highway Department relative to the relocation of a part of your line in the vicinity of the Willow Creek-Boardman section of the Columbia River Highway.

I am told that a question has arisen with respect to the cost of rearranging the poles and facilities, which rearrangement is made necessary by reason of the change in highway location. According to Mr. Williams' letter addressed to you under date of March 12, there seems to be no question concerning a portion of the route, but the question arises with respect to your location on County land, and I believe the easement or instrument pursuant to which the Company occupies the section on County land is also subject to road uses or needs. That particular area has been conveyed to the County to the State, and is now being made a part of the state highway right of way.

The question, therefore, is to what extent the condition in the arrangement between the Company and the County is applicable under the present circumstances. If I am correctly advised with respect to the facts, the point could be raised by the Highway Commission that the claim made that the benefit of the County's reservation is enjoyed by the State. Some time ago, the Legislature enacted a law by which rights of way acquired by counties passed to the control and ownership of the State when the particular road has been made a state highway.

This letter is addressed to you for the purpose of discussion and in an effort to dispose of this matter on an amicable basis, and I shall be pleased to hear from you.

Yours very truly,

J. H. LENTS

JHL:FSC

cc- Mr. W. C. Williams

RECEIVED
FOR FILING

March 12, 1951

Mr. J. F. Quirk
District Plant Engineer
Pacific Telephone & Telegraph Company
Portland, Oregon

Dear Sir:

Mr. Chidsey has referred your letter of March 2 regarding the movement of poles on the Willow Creek-Boardman Section to us for decision and billing authority.

We can grant billing authority at this time for the movement on Section 1, Highway Station 962+45 - 968+40, estimated to cost $650.00, and Section 2, Highway Station 989+00 - 1000+00, estimated to cost $1,750.00, but our attorney, Mr. J. A. Devers, wishes to correspond further with you concerning the validity of the charge of Section 3, Highway Station 1096+00 - 1116+00, estimated to cost $2,400.00, since the statutes governing County road and State Highway construction are so correlated that such easements are usually considered to protect State Highway work as well as County Road work. In any event, you will hear from Mr. Devers in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

cc Mr. C. L. Smith
Mr. L. F. Chidsey
Mr. J. A. Devers

FORM E-30X 28M 8 50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 7, 1951

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

We are attaching hereto a copy of a letter from Mr. J. F. Quirk, District Plant Engineer, Pacific Telephone and Telegraph, Portland, having reference to the moving of the telephone company's pole lines along three sections of the Willow Creek-Boardman Section, Columbia River Highway. In addition to the letter you will find sketches reflecting the location of the existing pole lines in relation to our center line and right of way boundaries, as well as copies of the easements referred to in Mr. Quirk's letter.

These are being referred to you for decision as to whether or not the payment for the cost of moving the facilities rests with the State or with the utilities company.

If the State is to pay for the cost of moving the facilities we will request the Resident Engineer to prepare work order. Will you please advise.

Very truly yours,

E. F. CHIDSEY
Division Engineer

By
C. D. Cannon
Office Engineer

RECEIVED
COMPTROLLER'S OFFICE

CDC/hw
encls.

cc - Mr. J. F. Quirk
John H. Walker

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

PORTLAND, March 2, 1951

E. F. Chidsey
Division Engineer
Oregon State Highway Commission
LaGrande, Oregon

Dear Mr. Chidsey:

Reference is made to your letter of February 2, 1951 in regard to our right of way easements covering three locations where our telephone and telegraph lines are to be rearranged in connection with your highway construction activities between Willow Creek and Boardman, Oregon.

Between highway stations 1096+80 - 1116+00 we are covered by an easement secured from Morrow County, which contains a road building clause which was placed in the easement at the request of Morrow County with the intent of applying only to county road work. It is our opinion that this easement does not apply to road construction activities by outside parties and is therefore valid in this case.

At the two other sections we are covered by U. S. Government easements secured from the District Land Office of the U. S. Department of Interior. Easement #01096 covers our rearrangements between highway station 962+45 - 968+40 and easement #01095 covers the rearrangements between highway station 989+00 - 1000+00. Inasmuch as these easements are valid we feel that we should be reimbursed for rearranging our line at these locations.

Also included are the following estimated costs of our rearrangements by sections as requested by your Mr. Cannon.

Section #1	Highway Station 962+45 - 968+40	Est. Cost	$ 850.00
Section #2	Highway Station 989+00 -1000+00	Est. Cost	$1750.00
Section #3	Highway Station 1096+80-1116+00	Est. Cost	$2400.00

If you concur in these matters, may we have your authorization to bill the Oregon State Highway Commission, the total actual cost, less credits for salvage and depreciation allowance, which is estimated to be $5,000.

Yours very truly,

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY
J. F. QUIRK
DISTRICT PLANT ENGINEER

/s/ J.F. Quirk
District Plant Engineer

JDY:bms

UNITED STATES
DEPARTMENT OF THE INTERIOR
General Land Office
Washington 25, D.C. The Dalles 031993

RIGHT-OF-WAY

By virtue of the authority vested in the Secretary of the Interior, and pursuant to the provisions of the act of March 4, 1911 (36 Stat. 1253, 43 U. S. C. sec. 961), and subject to the regul tions approved May 31, 1943 (43 CFR, Part 244, Circ. 1237b), and to all future regulations issued thereunder which are pertinent to telephone and telegraph line rights of way, and to all valid existing rights, an easement is hereby granted to The Pacific Telephone and Telegraph Company for a right of way over public lands for the construction, operation, and maintenance of a telephone and telegraph line for a period not to exceed 50 years, on the location shown on the map filed in the District Land Office at The Dalles, Oregon, On November 15, 1943, serial 031993, bearing the affidavit of the engineer, and certificate of the vice-President of the Company dated November 1, 1943 but reserving rights of way for ditches and canals constructed by authority of the United States; and further subject to:

The stipultations executed by the Company February 28, 1944.

IN WITNESS WHEREOF, and pursuant to Departmental Order No. 1799, of March 19, 1943 (F. R. 3743), I have subscribed my name hereto on this day March 25, 1944.

FRED W. JOHNSON
Commissioner

*c
o
p
y*

Form E-47—5M

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

*c
o
p
y*

STATEMENT OF INFORMATION

R/W File No. .....

Statement of information regarding property from which a parcel is to be acquired by ☐ purchase

☐ lease for use as .....
(Purpose for which property will be used)

Highway Columbia River	Date January 22, 1951
Section Willow Creek-Boardman	Subdivision N½ of S¼
County	Section 16 Twp. 4 N. Range 24 E
City	Lot Block
Addition	Near Mile Point

Present Owner Morrow County Address Heppner, Oregon
Grantor (Previous Owner)
Deed Dated Deed Recorded Aug. 6, 1951 Book 47 Page 379

Assessed Valuation: Land $ Improvements $
Taxes are delinquent for years 19 Taxes paid last 19
Remarks:

The above data obtained from County Records by

Description of Property Described in Said Record

EASEMENT (Portion)

In consideration of five dollars ($5.00), receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to The Pacific Telephone and Telegraph Company a California Corperation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear pole line with wires, cables, fixtures, and appurtenances attached thereto upon, across, over and/or under the following described property situated in Morrow County, State of Oregon; N½ of the S½ of Section 16, T. 4 N. R 24 E., W.M.

Permission is hereby granted to remove all trees which are now or may become a sufficient height to fall across the pole line and wires of the grantee.

It is further stipulated and agreed that the grantee will relocate any pole or poles to clear necessary road work.

Form E-47—5M

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

STATEMENT OF INFORMATION

Copy

R/W File No. .....

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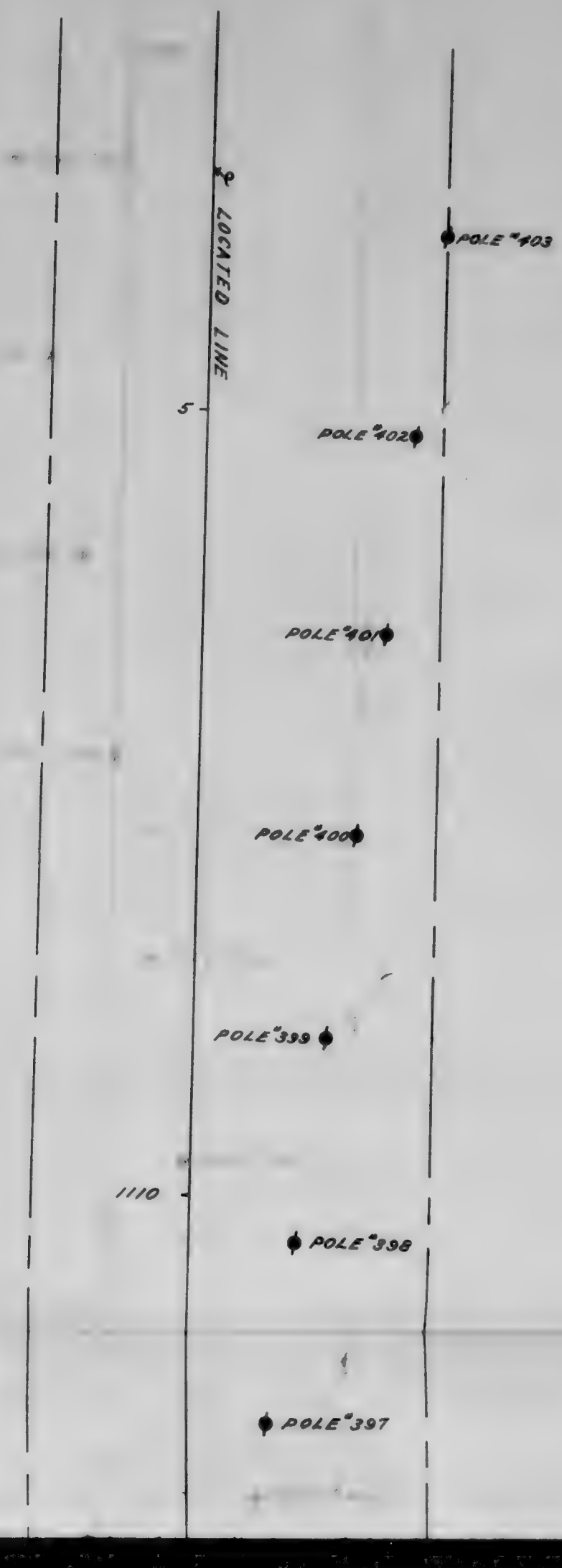
Sketch of Pacific Telephone & Telegraph Co.
Poles in the highway Right of Way

WILLOW CREEK-BOARDMAN SECTION, COLUMBIA RIVER HIGHWAY



R/W LINE

POLE #398

POLE #397

POLE #396

POLE #395

1110

5

POLE #394

POLE #393

POLE #392

POLE #391

1100

POLE #390

POLE #389

R/W LINE

POLE "396

POLE "395

5

POLE "394

R/W LINE

R/W LINE

POLE "393

POLE "392

POLE "391

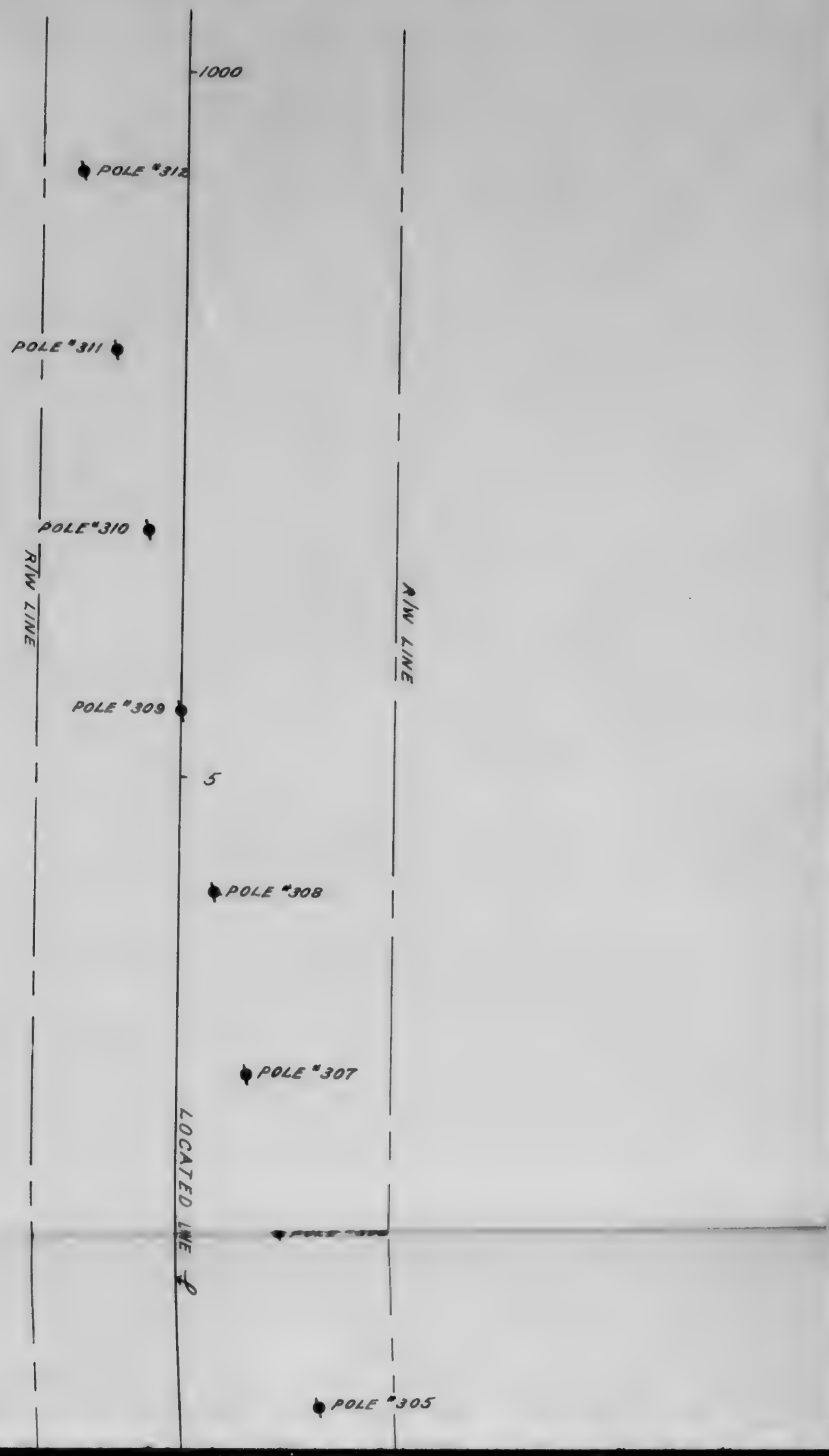
1100

POLE "390

POLE "389

Sketch of Pacific Telephone & Telegraph Co. Poles in the Highway Right of Way

YELLOW CREEK-BOARDMAN SECTION, COLUMBIA RIV
HIGHWAY



POLE "307

LOCATED LINE ℄

POLE "306

POLE "305

990

POLE "304

970

POLE J5B-21

POLE J5B-20

R/W LINE

POLE J5B-19

R/W LINE

5

POLE J5B-18

970

POLE J5B-21

POLE J5B-20

R/W LINE

POLE J5B-19

R/W LINE

5

POLE J5B-18

LOCATED LINE

POLE J5B-17

960

RECEIVED
MAR 20 1951
FOR FILING
FORM E-20 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

This is in response to your letter of the sixteenth concerning the matter of the entrance of a street into our highway in the town of Boardman. I suggest that we keep this matter as dormant as possible until after the legislature gets through. There is a bill before the legislature which I think will aid us in controlling this matter, and I will be glad to keep in touch with you about it.

Yours very truly,

J. M. DEVERS

JMD:AWP

RECEIVED
MAR 19 '51
FOR FILING

Salem, Oregon
March 16, 1951

Mr. J. A. Devers

In your letter of March 8 you refer to a controversy with the Mayor of Boardman relative to deadending of a city street.

The facts of this matter are that the city street has already been extended to a connection with the new highway under construction. The City petitioned the County Court to extend the city street as a county road from its former dead end to a connection with the new highway. This the County Court did and dedicated the extended street as a county road on December 6, 1950. Unfortunately this was just three days prior to our filing of the condemnation suit on the Mayor's property. As I understand it, had the condemnation been filed with complete restriction of access extension could not have been forced.

As the matter now is, we are attempting to work out the best solution possible wi h the County Court of Morrow County, and I believe there is nothing further that you can do at this time.

W. C. Williams

WCW:mc

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1951

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer

W. C. WILLIAMS

Dear Mr. Williams:

There seems to be some conflict or controversy between the Mayor of Boardman and our department relative to the dead-ending of a city street.

I think this matter should be gone into thoroughly and we should map the course that we will take in the event the city tries to force entrance from the street to the highway.

Yours truly,

J. M. DEVERS
Chief Counsel

JMD:amc

RECEIVED
Apr. . 1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

FI-145(5)

3445

Salem, Oregon
Apr. 5, 1951

SUBJECT:

To: Mr. H. C. Smith

We are having some difficulty by reason of locating Engineers, in the preparation of right-of-way descriptions, not indicating thereon county roads, platted streets, et cetera, which fall within the limits of the right of way and which should be vacated. Particularly, did the subdivision at Boardman cause a somewhat embarrassing situation.

Will you please instruct all Division and Locating Engineers, in the submission of maps and right-of-way descriptions, to indicate clearly thereon any roads or streets that should be vacated, regardless of whether they be county roads, city streets, or subdivision dedications. I will appreciate your emphasizing the importance of this to all concerned.

. . Williams

. :ae

cc Mr. . . . Orter

RECEIVED
FOR FILING

FILED
2448

March 12, 1951

Honorable Garnet Barratt
County Judge
Morrow County Court
Heppner, Oregon

Dear Judge Barratt:

I thank you for your communication of March 10 with reference to my recent phone call regarding the placement of a new county road in the vicinity of Boardman.

I am very glad that the Court has decided not to take the proposed road across the highway. Every new intersection added to this type of road makes a point of hazard.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

...NET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

March, IO, I95I

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon.

Dear Mr. Baldock:

This is to confirm our telephone conversation, as of yesterday morning, at which time you censored Morrow County Court for its lack of co-operation with the State Highway Commission in re-establishing the route of the Old Oregon Trail through Morrow County, and especially as it applies to the routing through Ewing's Addition at Boardman, Oregon.

I would remind you that the Morrow County Court, at least during the term of the present court, has made every effort to co-operate with the State Department in all matters of mutual concern, that do not penalize Morrow County to any great extent.

Prior to the time of the definite location of the new route of Highway 30, through Morrow County, the court requested by resolution, dated July, 6, I950, that the Commission consider the advisability of leaving the route of Highway 30, through the town of Boardman, for reasons that we believed substantial. No acknowledgment of this resolution was received by the Court.

When the engineers were making the preliminaries on this route and later when the right of way agents were negotiating for parcels of land through Morrow County we assisted them in every possible way, even to the deeding of county lands at no cost to the Commission. It is true the value of these lands was trivial, but when their value was compared with some of the exorbitant prices paid for lands adjacent to them of like nature, they could be considered as a concession to the State

With reference to the difficulty you have had with the routing through Ewing's Addition at Boardman, I would remind you that the engineer's and right of way agents had knowledge of the platting of this addition and should have known that consent of the Morrow County Court would be necessary before they could be closed. The Court was ignorant of the fact that they had jurisdiction over streets in additions outside of incorporated towns until it was called to their attention by the District Attorney at the time the petition was received from the people and Council of Boardman asking that Main Street be approved as a county road. Up until that time we had no request from your department for the closing of these streets. This petition was presented by a delegation of residents of Boardman on December, 6, I950. On that date the Morrow County Court officially recognized Main Street as a county thoroughfare through this addition.

RNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

Mr. Baldock

On January, II, I95I, Mr. Ed Chidsey, your Divisional Engineer, was in the office and protested, verbaly, over the approval given by the Court for the maintenance of this street. At that time he said that he would recommend to the Commission the closing of that thoroughfare.

On February, 7, I95I, Mr. Fred Hagueman, of the County and City Relations Department, met with the Court and made the first request to close this extention of Main Street in Ewing's Addition. The Court told Mr. Hagueman, that they had approved the extention of this street through Ewing's Addition and that they would not depart from their original decision. Later in the discussion they agreed that they would consider the closing of that part of the extention, South, of the route of the highway. That afternoon, after Mr. Hagueman, had departed they agreed to the closure of this extention from the South line of the new highway to the South border of the addition, but would not approve the closing of the extention before it reached that point. At the same time we agreed to close certain portions of Heppner Street and Theodosia Avenue in Ewing's Addition. Since then we have official request to close those portions, but have no official request to close any other streets and roads in the Boardman area. A resolution is now being prepared by the Morrow County District Attorney to close certain portions of Heppner Street and Theodosia Avenue.

When we assumed the duties of our respective offices we took an oath that we would serve the best interests of Morrow County. This we have tried to do in most cases. However, we are also mindful of State interests and will always endeavour to give sincere consideration to them when there is no direct conflict.

I would re-affirm the statement I made to yourself and Mr. Williams on the phone yesterday, ie., it would appear that the right of way department slipped somewhere along the line in overlooking the closing of these streets.

Trusting that this communication will conform to statements made to you on the phone and assurring you that they can be backed up by Morrow County personnal and records, I am,

Yours very truly,

Garnet Barratt
Morrow County Judge.

RECEIVED
STATE HIGHWAY COMMISSION

cc: Mr. Charles Reynolds

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
State Highway Engineer
J. M. DEVERS
Chief Counsel
M. H. HAWKE
Auditor
H. B. GLAISYER
Secretary

February 15th, 1951

NOTED
W. C. WILLIAMS

Mr. E. F. Chidsey
Division Engineer
State Highway Department
LaGrande, Oregon

Dear Sir:

The subcontract between Berke Brothers and Allen Sackett covering Items 4 to 8 inclusive between Stations 613+90 and 922 on the Willow Creek-Boardman Section of the Columbia River Highway, Oregon FI-145(5), is approved.

These items are subcontracted at the contract bid price and exclude all borrow excavation between the station limits given.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR

cc to: W. C. Williams
T. M. Davis (2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

November 13, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. FI-145(5)
Willow Creek-Boardman Section
of the Columbia River Highway.

Dear Sir:

As it is understood that part of the work proposed under the contract for this project is to be sublet, please advise us of the names of the subcontractors and the items involved.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 31, 1951

3448

Morrow County Court
Courthouse
Heppher, Oregon

17272
Re: Willow Creek-Boardman Sec.
Columbia River Highway
Morrow County

NOTED
W. C. WILLIAMS

Gentlemen:

By authority of Section 100-1a08 O.C.L.A., the State of Oregon by and through its Highway Commission hereby applies to the court for the closure of those portions of Main Street, Heppner Street and Theodosia Street of Ewing Addition to the City of Boardman, that are within the right of way limits of the above section of highway.

An outer highway or frontage road is being constructed by th e Highway Commission, and will extend from the existing county road at or near Station 1359+20 to the county road at or near Station 1373+65. Main Street can be connected to this frontage road, which in turn will eventually connect to the highway at the above named stations. If, at some future time, it is necessary to connect the other two streets to this frontage road, no objection will be made on the part of the Highway Department.

This request is made in the interests of safety to the traveling public, and the traffic plan has been carefully designed by this Department. I am enclosing herewith descriptions of the areas we would like to close, together with a drawing on which I have shaded in red the street areas in question. Outlined in blue on this drawing is also indicated areas under control by the Highway Commission in Ewing Addition. I am also enclosing sheet 27 of the contract plans of this project which indicates the details of the frontage road. Marked in red on this drawing is shown the location where Main Street can be connected to the said frontage road.

Your early consideration of this application will be very much appreciated.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts
cc - J. M. Devers

Description of Streets to be closed to travel,
Heppner Junction-Boardman Section,
Columbia River Highway

Three parcels of land lying in Ewing Addition, adjacent to the City of Boardman, situated in Section 3, Township 4 North, Range 25 East, W.M., Morrow County, Oregon. The said parcels being described as follows:

(1) That portion of Main Street in Ewing Addition lying North of the North line of Gladys Avenue and lying South of a line which begins on the West line of Main Street at a point 11.78 feet North of the Southeast corner of Lot 1, Block 7 and runs thence North 63° 35' 40" East to the East line of Main Street at a point 53.28 feet North of the Southwest corner of Lot 1, Block 6.

(2) That portion of Theodosia Avenue lying East of a line which begins on the South line of Theodosia Avenue at a point 425.13 feet West of the Northeast corner of Lot 1, Block 6 and runs thence North 63° 35' 40" East to the North line of Theodosia Avenue at a point 143.50 feet West of the Southeast corner of Block 2.

(3) That portion of Heppner Street lying South of a line which begins on the West line of Heppner Street at a point 71.4 feet North of the Southeast corner of Block 2 and runs thence North 63° 35' 40" East to the East line of Heppner Street at a point 101.23 feet North of the Southwest corner of Block 1.

RECEIVED
FOR FILING

1-14-50

3445

Boardman

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

January 30, 1950

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

Last Thursday when we returned from John Day the matter of the new location through the town of Boardman was discussed with Engineer Chidsey. He advised that the matter previously had been discussed with H. G. Smith and instructions given that the new route should follow the present one through the town. I thought that it had originally been decided that the route would be south of the town approximately one mile, and it now appears that following the present route would simply be a temporary matter and not be satisfactory for the future. I am presuming that Mr. Smith did not desire to eliminate traffic through Boardman, and that could have been his reason for instructions given. The present route might not be so bad if it were not for the fact that it will be very difficult to obtain sufficient right-of-way west of the town.

I would suggest that you discuss this with Mr. Smith before next Monday, and we in turn can talk about it then.

Sincerely,

Chas. H. Reynolds

CHR/vlw

RECEIVED
FOR FILING
71-145(5)
3448

January 30, 1951

Berke Bros.
7923 N. E. Halsey St.
Portland
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3448, which was awarded to you on January 5, 1951 by the State Highway Commission, covering grading and topping on the Willow Creek-Boardman Section of the Columbia River Highway in Morrow and Gilliam Counties.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
5 1951
FOR FILING

F-1115(1)
3175

January 28, 1951

The District Engineer
Corps of Engineers, U. S. Army
4735 E. Marginal Way
Seattle 4, Washington

Your File: 684.4 (Boardman Precision Bombing Range, Ore-State of Ore-Highway Comm.) NPSRM

Dear Sir:

Enclosed herewith are three copies of the letter accepting easement for right of way across a portion of the Boardman Precision Bombing Range.

These letters have been signed by R. H. Baldock, State Highway Engineer of the State of Oregon, as per authorization of the Oregon State Highway Commission.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

[redacted]

Encl.

R E G I S T E R E D

C
O
P
Y

CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer
SEATTLE DISTRICT
4735 E. Marginal Way
Seattle 4, Washington

Refer to File No. 684.4 (Boardman Precision
Bombing Range, Ore-State
of Ore-Highway Comm) NPSRM

22 Jan. 1951

State of Oregon
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The office of the North Pacific Division Engineer on 15 January 1951, informally authorized you through Mr. Cooper, State Highway Right-of-Way Engineer, to enter upon the right-of-way hereinafter described, for the purpose of conducting essential highway planning, pending receipt of this letter. That authorization is confirmed.

Right of Entry, pending the formal issuance and acceptance of a road easement, is hereby granted you to enter, use and occupy a right-of-way on, over and across a portion of the Boardman Precision Bombing Range described as follows:

A strip of land in Section 15, Township 4 North, Range 24 East of the Willamette meridian, 250 feet in width being 150 feet southerly of and 100 feet northerly of the centerline described as beginning in the westerly line of said Section 15, at a point 2597.6 feet southerly of the northwest corner of said section, thence northeasterly to a point on the easterly line of said section which is 1864.2 feet southerly of the northeast corner of said section, all in Morrow County, Oregon.

This right of entry is granted subject to the following conditions:

a. Before this authority becomes effective, three copies of this letter shall be accepted by causing your authorized representative to affix his official signature in the place provided for that purpose on the last page hereof, and return the same to this office.

b. That the road easement will be granted under the authority of Section 7 of the Act of Congress approved 24 July 1946 (60 Stat. 643; 43 U.S.C. 931b) and the Act of Congress approved 26 July 1947 (61 Stat. 502; 5 U.S.C. 626) and the instrument will be in the form prescribed by the Secretary of the Air Force for road easements on and across lands of the United States under the jurisdiction of the Department of the Air Force, and this right of entry is conditioned upon the grantee accepting said easement, and any property of the United States damaged or destroyed by you incident to the use and occupation of the said premises shall be promptly repaired or replaced

NPSRM
State of Oregon
Oregon State Highway Commission

by you to the satisfaction of the officer having immediate jurisdiction over the premises.

c. That the use and occupation of said lands of the United States for the purposes authorized by this letter shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.

d. This right of entry may be rescinded or modified by order of the Secretary of the Air Force at any time before the acceptance by you of the formal easement.

Very truly yours,

(sgd) John P. Buehler

JOHN P. BUEHLER
Lt. Col., Corps of Engineers
District Engineer

This letter right of entry is hereby accepted by the Oregon State Highway Commission this 26th day of January, 1951.

OREGON STATE HIGHWAY COMMISSION

By (sgd) R. H. Baldock

State Highway Engineer
(Official Title)

...VED

FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRAO 13 WMO 5

W SNDO 13 GOVT DL PD=SN WASHINGTON DC 15 1013A=

R H BALDOCK, STATE HIGHWAY ENGINEER=

SALEM ORG=

YOUR APPLICATION FOR HIGHWAY 30 RIGHT OF WAY ACROSS BOARDMAN BOMBING RANGE APPROVED BY DEPARTMENT OF AIR FORCE AND BY AIR MAIL JANUARY 11TH CHIEF OF ENGINEERS AUTHORIZED DIVISION ENGINEER AT PORTLAND TO ISSUE IMMEDIATE RIGHT OF ENTRY PENDING EXECUTION OF FORMAL INSTRUMENT=

GUY CORDON USS=

W. C. WILL...

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

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PRA098 WM20

W SNA100 GOVT DL PD=SN WASHINGTON DC 29 238P= 1950 DEC 29 AM 11 54

R H BALDOCK=

STATE HIGHWAY ENGINEER SALEM OREGON=

NOTED
W. C. WILLIAMS

HAVE JUST RECEIVED FOLLOWING TELEGRAM FROM COMMANDING GENERAL MARCH FIELD QUOTE APPLICATION FROM THE OREGON STATE HIGHWAY COMMISSION FOR RIGHT OF WAY FOR PROPOSED HIGHWAY ACROSS A SECTION OF THE BOARDMAN BOMBING RANGE HAS BEEN APPROVED BY THIS HEADQUARTERS AND FORWARDED THIS DATE BY AIRMAIL TO HEADQUARTERS STRATEGIC AIR COMMAND FOR CONTINUANCE OF ACTION. END QUOTE. WILL CONTINUE TO FOLLOW UP ON MATTER=

GUY CORDON USS=

CIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING

7/.4-(1)
3448

January 15, 1951

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 5, 1951 on Contract No. 3448, Willow Creek-Boardman Section, in connection with Federal Aid Project No. FI-145 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ow

RECEIVED
JAN 16 1951
FOR FILING

41 - 1
- 117

File

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1200

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 15, 1951

BERKE BROTHERS
7923 N. E. HALSEY
PORTLAND 16, OREGON

PERMISSION IS GRANTED YOU FOR IMMEDIATE ENTRY ON RIGHTS OF WAY STATION 1123 TO 1177, WILLOW CREEK-BOARDMAN SECTION.

W. C. WILLIAMS
ASSISTANT STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

41-1-1.3(5)
3442

January 8, 1951

Burke Brothers
7903 N. E. Halsey
Portland 16, Oregon

Gentlemen:

The State Highway Commission has awarded to you, as of January 5, the contract for grading and topping the Willow Creek-Boardman section of the Columbia River Highway in Morrow and Gilliam Counties.

This award was based on your low bid of $309,302.60, submitted on December 27, 1950, and upon receipt of your telegram of January 8 accepting the terms stated in our telegram of January 5 which were as follows:

> "Contract for Willow Creek-Boardman Project being awarded you today conditioned upon your assurance that you will not enter upon right of way between Station 1127 and Station 1277 for a period of thirty days unless otherwise authorized by State Highway Commission."

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FWS:elr

cc H. G. Smith
Collis Lewis
S. H. Probert
L. E. White

for confirmed

54C

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Peede Bros.
7923 N. E. Halsey
Portland 16, Oregon

Contract for Willow Creek-Boardman Project being awarded you today conditioned upon your assurance that you will not enter upon right of way between Station 1123 and Station 1177 for a period of thirty days unless otherwise authorized by State Highway Commission. Wire reply.

H. B. Claiborne
OREGON STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON
447

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 5, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming our telephone conversation of today we hereby concur in award of contract for Oregon Project FI-145(5), the Willow Creek-Boardman Section, U.S. 30, to Berke Bros., Portland, Oregon who submitted the low bid at the bid opening held November 10, 1950. Our concurrence is subject to the State obtaining right of way across the Boardman Bombing Range.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
JAN 8 - 1951
FOR FILING

71-145 (5)

DOME
Check the other

Sec. of S

Berke Bros.

Contract for Willow Creek - Boardman Project being awarded you today conditioned upon your assurance that you will not enter upon Right of Way between Sta 1123 and Sta 1177 for a Period of 30 days unless otherwise authorized by State Hghy Comm. Wire reply.

(illegible)

RECEIVED
MAY 5 - 1951
FOR FILING

7-14-2

1951

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Barlow Bros.
7983 N. E. Halsey
Portland 16, Oregon

Contract for Willow Creek-Boardman Project being awarded you today conditioned upon your assurance that you will not enter upon right of way between Station 1123 and Station 1177 for a period of thirty days unless otherwise authorized by State Highway Commission. Wire reply.

H. B. Glaisyer
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JAN 2 - 1951
FOR FILING

FORM E-30X 15M 1-48 29024

71-14(.)
344

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1950

SUBJECT:

To: Mr. E. F. Chidsey
Division Engineer

Mr. E. A. Collier
Maintenance Engineer

Herewith an unexecuted copy of an abandonment agreement covering the disposition of sections of the Columbia River Highway when the Willow Creek-Boardman Section of the Columbia River Highway in Morrow County is completed.

Distribution of copies of this agreement is as follows:

Morrow County	1
Secretary, Highway Commission	1
County & City Relations Dept.	1
Division No. 5	1
Maintenance Department	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. L. H. Warfield

RECEIVED
DEC 28 1950
FOR FILING

FORM E-20 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1950

2386

SUBJECT: Assignment 2386
16655-U.S.Gov't.
Willow Creek-Boardman Sec.

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O F F I C E

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Your assignment slip is returned herewith, and I wish to advise that Mr. Davis will be furnished two prints of the map as he requested.

Very truly yours,

J. M. DEVERS

By R. L. Porter

R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

ASSIGNMENT

Date: December 26, 1950 — — —

No. 2386 Trans
By — —

Description: T. M. Davis' letter of December 20 enclosing copy of Oregon Dist. Land Office decision dated Dec. 15, 1950 approving application for appropriation of land for R/W for Willow Crk.-Boardman Section, Columbia River Highway

Acknowledged by _____ Referred to __ Cooper ✓ _____

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 12-27-50 Report received _____

Remarks:

RECEIVED
DEC 26 1950
PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

December 20, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

...N TO
W. C. WILLIAMS

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated December 15, 1950 approving application, Oregon 01782, for appropriation of land to be used as right of way for Oregon Project FI-145(5), Willow Creek-Boardman Section of the Columbia River Highway.

We have not, in this instance, received copies of the application or the usual map showing the right of way involved. However, it is believed the files will be sufficiently complete if you can furnish two prints of the map.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FILING

KENNETH MC KELLAR, TENN., CHAIRMAN
CARL HAYDEN, ARIZ.
ELMER THOMAS, OKLA.
RICHARD B. RUSSELL, GA.
PAT MC CARRAN, NEV.
JOSEPH C. O'MAHONEY, WYO.
DENNIS CHAVEZ, N. MEX.
BURNET R. MAYBANK, S. C.
ALLEN J. ELLENDER, LA.
LISTER HILL, ALA.
HARLEY M. KILGORE, W. VA.
JOHN L. MC CLELLAN, ARK.
A. WILLIS ROBERTSON, VA.

STYLES BRIDGES, N. H.
JOHN GURNEY, S. DAK.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate

COMMITTEE ON APPROPRIATIONS

December [illegible], 1950

F-14-5-1

5-14-5

[illegible]
[illegible] Engineer
Salem, Oregon

Dear Mr. Bullock:

As [illegible] below, in case you have the inform-
tion in your file, we received [illegible] from March Field:

"REFERENCE YOUR TELEGRAM 20 DECEMBER 1950, SUBJECT: [illegible]
OF OREGON STATE [illegible] FOR LIGHT-OF-DAY AERIAL
EXERCISE 15, [illegible] 4 HOUR, RADIUS 34 MILE, WEST SEATTLE,
FOR [illegible] DISTANCE TO BE FLOWN IS APPROX 30. COMMUNICATION
FROM [illegible] OUTLINED, FAIRCHILD AIR FORCE BASE, WASHINGTON,
[illegible] OF THE [illegible] OF THE LEAD AGENCIES. INFORMA-
TION RECEIVED BY TELEPHONE FAIL TO INDICATE [illegible] NOT
APPROVED BY FAIRCHILD AIR FORCE BASE AND RESPONSIBLE TO THIS
HEADQUARTERS 20 DEC 1950. [illegible] LIGHTS, THIS RE-
QUEST WILL BE APPROVED AND FORWARDED BY THIS HQ TO COMMANDING
GENERAL, STRATEGIC AIR COMMAND, FOR CONSIDERATION. YOU
WILL BE NOTIFIED BY THIS HQ WHEN SAME FORWARDED."

As indicated in my wire, I will continue to follow up on the matter and will keep you currently advised.

With kindest wishes for the holiday season and the New Year, I am

Sincerely,

[signature]

NOTED
W. C. WILLIAMS

GH:J

REFERRED TO
Mr. C. Williams
Please see me re this.

RECEIVED
MAR 15 1951
FOR FILING

3148

NOA-5
12/20/50

December 20, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Mr. Davis:

We have held up the award of theWillow Creek-Boardman Section for which bids were received at the November 10 meeting. Berke Brothers, the low bidders, have the equipment on the ground, are very anxious to proceed, and they state they bid the job at the prices quoted on the basis of performing winter work. They agreed to a 30-day extension which ends January 9th, but I do not believe they will be agreeable to any further extension.

We had some difficulty in obtaining the right of way through public lands by reason of federal power holdings which has now been cleared up, and we have the authority to enter upon this property. The only right of way that is now in question is in Sec. 15, Township 4 North, Range 24 East, which section is under the control of the United States Airforce. This is the entry way to the Boardman Bomb Range, but as it is only about a mile south of the present Columbia River Highway and the Union Pacific Railroad and is only a short distance from the Boardman Flight Strip, it will never be used for bombing purposes. The local officer who has charge of this bombing strip is Colonel McClarren, Fairchild Airbase, Bong, Washington. Colonel McClarren has no objection to our use of this property but does not have authority to clear it. We understand that he has recommended that this right of way be released.

For your information we have sent all the data, including maps, to the Director of Installations, U. S. Airforce, Washington, D.C. I have also asked Senator Cordon to help secure approval of our request. Since the approval is practically assured, it will be appreciated if you will concur award of this contract as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:md

RECEIVED
FILING

COPY

COMMISSIONERS
BEN F. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

FI-145(5)

3448

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 19, 1950

AIR MAIL SPECIAL DELIVERY

Directorate of Installations
U. S. Airforce
Washington, D. C.

Re: File 16655
Willow Creek-Boardman Sec.
Columbia River Highway

Dear Sir:

Attached hereto is a copy of a letter of application which has been submitted to the Commanding Officer of the Fairchild Air Base at Bong, Washington. I understand from this officer that he has approved the application and has sent it through the usual channels, and it will eventually reach your office.

As the securing of this right of way is holding up the award of a vital highway contract in this state, I respectfully request that it have as prompt handling as possible by your department. Will you kindly wire us your decision collect.

I am also attaching hereto four copies of the map upon which the area in question has been shaded in red.

Very truly yours,

J. M. DEVERS

By

R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts
Enc. 5

FORM E [illegible] 25M 7-50

COPY

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 13, 1950

AIR MAIL

Commanding Officer
Fairchild Airforce Base
Kong, Washington

Re: File 17026
Willow Creek-Boardman Sec.
Columbia River Highway

Dear Sir:

The State of Oregon, by and through its Highway Commission, has opened bids for what is known as the Willow Creek-Boardman Section of the Columbia River Highway in Morrow County, Oregon. Part of the right of way that is needed for this project crosses the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) and the South Half of the North Half (S½ N½) of Section 15, Township 4 North, Range 24 East, W.M.

The Department of Interior, Bureau of Land Management in Portland, informs us that application for this right of way should be made to you, and therefore the State hereby applies for said right of way as is shown in red on the attached drawing. The right of way requested is to be 250 feet in width, 150 feet on the southerly side and 100 feet in width on the northerly side of the proposed center line.

Should any further information be necessary, we will be pleased to supply it upon further advice from you.

As we had erroneous information as to the ownership of this area, bids have already been opened for the construction of this project, and anything you can do to afford this application expeditious handling will be very much appreciated.

For your information, this project is a portion of US30, Federal Aid Route 1, and is a portion of the interstate highway system and is known as FI-145(5).

Very truly yours,

J. M. DEVERS

By [illegible]

R. L. [illegible]
Ass't. Right of Way Engineer

RLP:ts

HEPPNER
Jc.

To Portland

(Heppner Branch)

Willow Creek

20

25

30

29

650

100'

150'

416.7

700

100'

150'

968.2'

750

CO.

CO.

C O L U M B

Colu

14

13

Existing

21

18

800

850

900

950

100'

150'

176.9'

N. 75° 17½' E = N. 75° 22½' E

N 82° 52½

22

23

24

19

921+23.9 P.S.

929+73.9 P.S.C.

936+23.9 P.C.S.

938+73.9 P.T.

202.5'

0° 30' C.R.

Δ 7° 30'

Ts 876.09

2-250' Spirals

S 0° 37½'

Q 02

Canyon

Mill

Wilki

C O L U M B I A

Highway

River

Columbia

Existing

13

18

17

16

19

24

N. 75° 17½' E = N. 75° 22½' E

176.9'

150'

100'

N. 82° 52½' E = N. 82° 54½' E.

150'

900

950

1000

1050

1100

702.5'

1158.4'

921+23.9 P.S.

923+73.9 P.S.C.

936+23.9 P.C.S.

938+73.9 P.T.

0° 30' C.R

Δ 7° 30'

Ts 876.09

2-250' Spirals

S 0° 37½'

q 02

Canyon

Mile

E.

E.

RIVER

Highway

iver

O.W.R.R & N. Co.

10

11

12

16

15

14

13

1100

1150

1200

1250

1350

100'

150'

N. 82° 54½' E = N. 82° 59' E.

3395.9'

1864.2'

R. 24 E.

R. 25 E.

V E R

BLALOCK
ISLAND

BOARDMAN

To Umatil

To Pendl

12

0°30' C.L.
Ta 19°23'20"
Ts 2082.64

250' Spiral
S 0°37½'
a 0.2

1310+91.8 P.S.

1312+91.8 P.S.C.

250' Spiral
S 0°37½'
a 0.2

1349+19.6 P.C.S.

1351+69.6 P.T.

N. 63°35'40" E

100'

150'

1250

1300

1350

1400

451.9'

1379+24.7 P.S.

1381+74.7 P.S.C.

250' Spiral
S 0°37½'
a 0.2

0°30' C.R.
Ta 39°51½'
Ts 4279.84'

7

8

13

18

17

R. 24 E.
R. 25 E.

OREGON STATE HIGHWAY DEPARTMENT

Right of Way Required from U.S. Gov't.

WILLOW CREEK - BOARDMAN SECTION

COLUMBIA RIVER HIGHWAY

MORROW COUNTY

Scale 1" = 2000'

Sept., 1950

DRG. NO. 7B-3-9

HEPPNER JC.

To Portland

25

30

29

650

100'

150'

416.7'

700

100'

150'

750

968.2'

(Heppner Branch)

Willow Creek

O.W.R.R.&N. Co.

To Heppner

GILLIAM / MORROW CO.

R. 22 E. / R. 23 E.

T. 4 N. / T. 3 N.

100'
150'
100'
150'
968.2'
750
800
100'
150'
N. 75° 17½
850
21
22
23
30
29
Canyon
Mile
Six
T. 4 N.
T. 3 N.

Existing

N. 75° 17½' E = N 75° 22½' E

176.9'

900

950

1000

1050

1100

150'

100'

N. 82° 52½' E = N. 82° 54½' E.

707.5'

1156.4'

921+23.9 P.S.

923+73.9 P.S.C.

936+23.9 P.C.S.

938+73.9 P.T.

0° 30' C.R.
Ta 7° 30'
Ts 876.09

2-250' Spirals
S 0° 37½'
a 0.2

14

18

17

16

23

24

19

Canyon

Mile

Six

R. 23 E.

R. 24 E.

16

1100

100'

150'

15

1150

1642'

1200

N. 82°54½'E = N. 82°59'E

1250

12

100'

150'

1300

14

3395.9'

13

R. 24 E.

R. 25 E.

N

BOARDMAN

12

0°30' C.L.
Δ 19°23'20"
Ts 2082.64

250' Spiral
S 0°37½'
a 0.2

1310+41.8 PS

1312+91.8 PSC

1300

100'

150'

250' Spiral
S 0°37½'
a 0.2

1349+19.6 PCS

1351+69.6 PT

1350

N. 63°35'40" E

8

1400

100'

150'

519'

To Umatilla

To Pendleton

1379+24.7 P.S.

1381+74.7 PSC.

250' Spiral
S 0°37½'
a 0.2

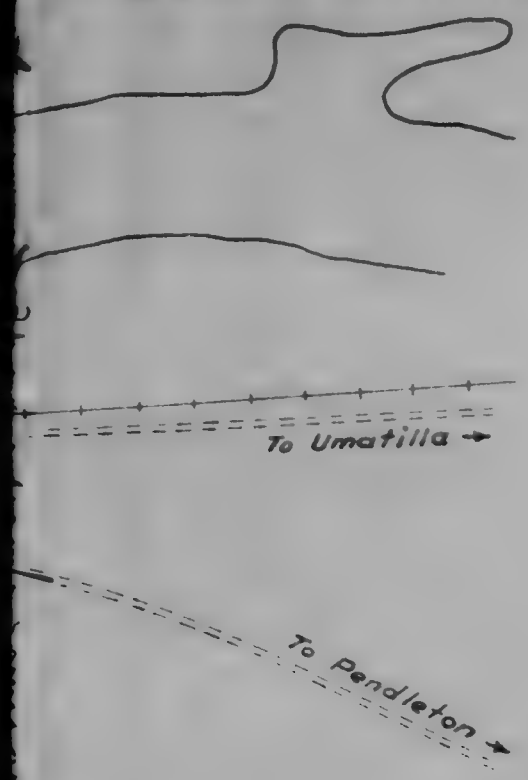
0°30' C.R.
Δ 39°51½'
Ts 4279.84'

13

18

17

R. 24 E.
R. 25 E.



OREGON STATE HIGHWAY DEPARTMENT

Right of Way Required from U.S. Gov't.

WILLOW CREEK - BOARDMAN SECTION

COLUMBIA RIVER HIGHWAY

MORROW COUNTY

Scale 1" = 2000'

Sept., 1950

DRG. NO. 7B-3-9

RECEIVED
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

DOMESTIC SERVICE			
Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

RECEIVED
DEC 22 1951
FOR FILING

NOTED
State Highway Engineer

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
1				

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
DECEMBER 18, 1950

COPY

HONORABLE GUY CORDON
UNITED STATES SENATE
WASHINGTON, D. C.

FIRST I THANK YOU FOR CLEARING THE CLAIMS OF THE FEDERAL POWER COMMISSION ON THE MORROW COUNTY PROJECT, BUT ANOTHER CLAIM, THAT OF THE AIRFORCE, HAS NOW APPEARED. IN CONNECTION WITH RE-CONSTRUCTION OF WILLOW CREEK-BOARDMAN SECTION OF COLUMBIA RIVER HIGHWAY, US30, MORROW COUNTY, RIGHT OF WAY NECESSARY ACROSS SECTION 15, TOWNSHIP 4 NORTH, RANGE 24 EAST. U. S. AIRFORCE OWNS OR CONTROLS SECTION 15. RECONSTRUCTED LINE TO BE ABOUT ONE MILE SOUTH OF PRESENT HIGHWAY AT THIS POINT. APPLICATION MADE TO COMMANDING OFFICER, FAIRCHILD AIR BASE, BONG, WASHINGTON, WHO HAS APPROVED AND FORWARDED TO HIS SUPERIORS AT 15TH AIRFORCE, RIVERSIDE, CALIFORNIA, DECEMBER 18. THEY TO FORWARD TO DIRECTORATE OF INSTALLATIONS, U.S. AIRFORCE, WASHINGTON, D.C. VIA STRATEGIC AIRFORCE COMMAND, OMAHA, NEBRASKA. SOLICIT YOUR ASSISTANCE IN EXPEDITING THIS VITAL MATTER AS IT IS HOLDING UP AWARD OF CONTRACT ON INTERSTATE HIGHWAY SYSTEM. ADDITIONAL INFORMATION WILL BE FURNISHED TO ANY INTERESTED PARTY IF NECESSARY. PERMIT ME TO THANK YOU FOR YOUR MANY COURTESIES.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	OK	SERIAL	
LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			NOTED State Highway Engineer	

the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
DECEMBER 18, 1950

RABLE GUY CORDON
ED STATES SENATE
INGTON, D. C.

ST I THANK YOU FOR CLEARING THE CLAIMS OF THE FEDERAL POWER COMMISSION ON THE MORROW COUNTY JECT, BUT ANOTHER CLAIM, THAT OF THE AIRFORCE, HAS NOW APPEARED. IN CONNECTION WITH RE-STRUCTION OF WILLOW CREEK-BOARDMAN SECTION OF COLUMBIA RIVER HIGHWAY, US30, MORROW COUNTY, HT OF WAY NECESSARY ACROSS SECTION 15, TOWNSHIP 4 NORTH, RANGE 24 EAST. U. S. AIRFORCE S OR CONTROLS SECTION 15. RECONSTRUCTED LINE TO BE ABOUT ONE MILE SOUTH OF PRESENT HIGHWAY THIS POINT. APPLICATION MADE TO COMMANDING OFFICER, FAIRCHILD AIR BASE, BONG, WASHINGTON, O HAS APPROVED AND FORWARDED TO HIS SUPERIORS AT 15TH AIRFORCE, RIVERSIDE, CALIFORNIA, CEMBER 18. THEY TO FORWARD TO DIRECTORATE OF INSTALLATIONS, U.S. AIRFORCE, WASHINGTON, D.C. A STRATEGIC AIRFORCE COMMAND, OMAHA, NEBRASKA. SOLICIT YOUR ASSISTANCE IN EXPEDITING THIS TAL MATTER AS IT IS HOLDING UP AWARD OF CONTRACT ON INTERSTATE HIGHWAY SYSTEM. ADDITIONAL FORMATION WILL BE FURNISHED TO ANY INTERESTED PARTY IF NECESSARY. PERMIT ME TO THANK YOU OR YOUR MANY COURTESIES.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

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SYMBOLS
DL=Day Letter
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LT=Int'l Letter Telegram
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1950 DEC 20 PM 3 26

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

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DOMESTIC SERVICE

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INTERNATIONAL SERVICE

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FULL RATE		DEFERRED	
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Send the following message, subject to the terms on back hereof, which are hereby agreed to

PRA209 OE145 WM61

W.SNC137 GOVT DL PD = SN WASHINGTON DC 20 523P

1950 DEC 20 PM 3 26

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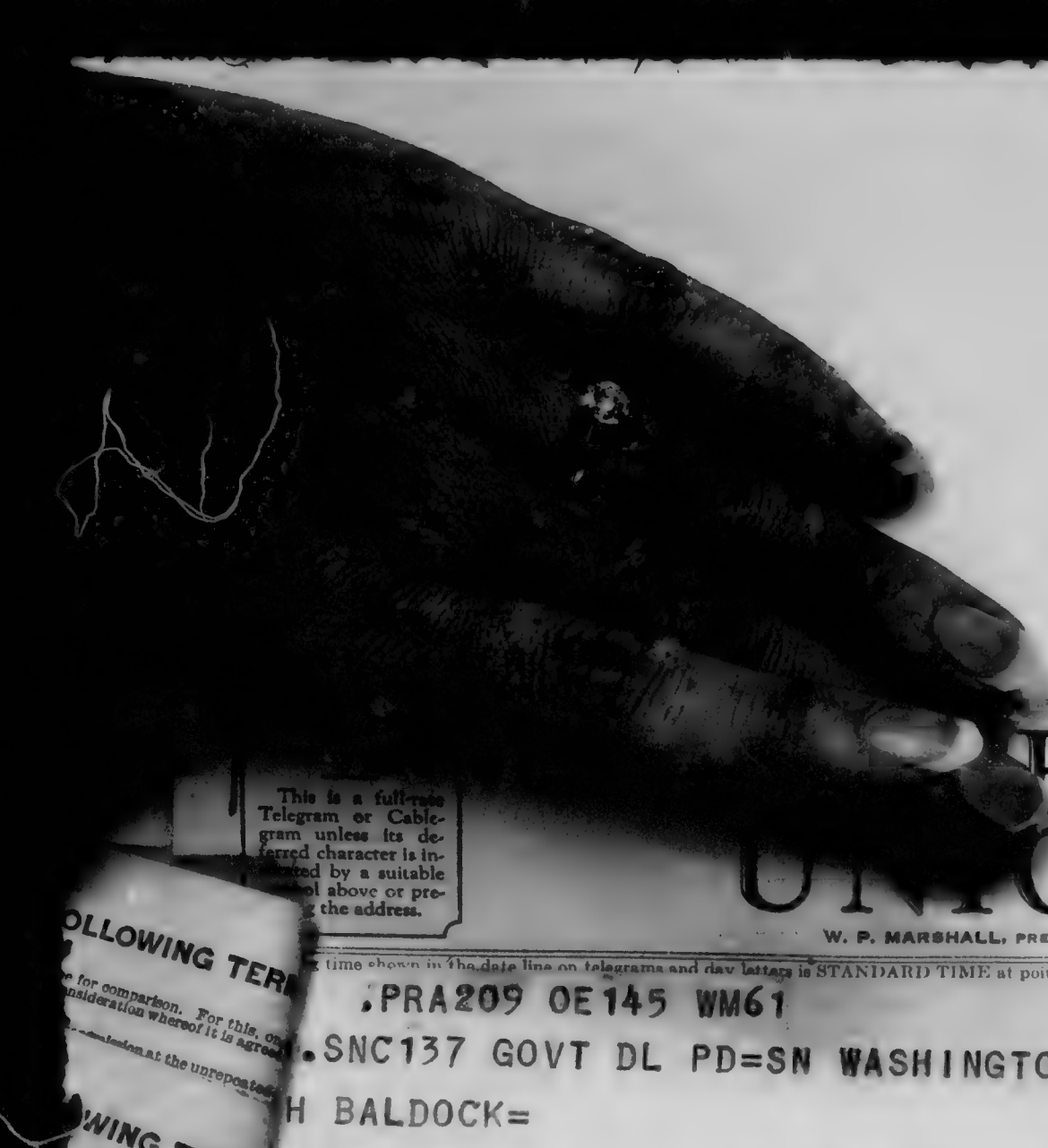
Y

R. H. BALDOCK

STATE HIGHWAY ENGINEER SALEM ORG

ANSWERING YOURS OF 18TH HAVE TODAY WIRED COMMANDING OFFICER AT RIVERSIDE AND WILL TAKE LIKE ACTION IN SUCCEEDING STEPS WITHIN AIRFORCE ATTEMPTING TO EXPEDITE ALL POSSIBLE YOUR REQUEST FOR WILLOW CREEK-BOARDMAN HIGHWAY RIGHT OF WAY.

GUY CORDON U.S.S.



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H BALDOCK=

STATE HIGHWAY ENGINEER SALEM ORG=

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OFFICER AT RIVERSIDE AND WILL TAKE LIKE ACTION IN
SUCCEEDING STEPS WITHIN AIRFORCE ATTEMPTING TO EXPEDITE
ALL POSSIBLE YOUR REQUEST FOR WILLOW CREEK-BOARDMAN
HIGHWAY RIGHT OF WAY=

GUY CORDON U.S.S.=

NOTED
State Highway Engineer

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

RECEIVED FOR FILING

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W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
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CODE		NIGHT LETTER	

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1L 145(5)

3448

SALEM, OREGON
DECEMBER 7, 1950

MR. W. C. WILLIAMS
COLUMBUS HOTEL
MIAMI, FLORIDA

PAXSON HAS YOUR TELEGRAM RE INDEPENDENCE BRIDGE. CONTRACT FOR BOARDMAN JOB HAS NOT BEEN AWARDED. EXTENSION OF TIME REQUESTED OF BERKE BROTHERS TUESDAY FIFTH. HOPE TO AWARD CONTRACT TOMORROW. DELAY HAS BEEN DUE TO INTERPRETATION OF FEDERAL POWER COMMISSION DETERMINATION SINCE CLARIFIED TO OUR SATISFACTION. CLEARANCE FROM LAND BOARD PENDING THEIR INQUIRY FOR CLARIFICATION FEDERAL POWER DETERMINATION EXPECTED BY TELETYPE TOMORROW.

W. W. STIFFLER

...NG TERMS...
...OF SERVICE
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W. P. MARSHALL, PRESIDENT

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R H BALDOCK, STATE HIGHWAY ENGINEER=

SALEM ORG=

RETEL DECEMBER 4= COMMISSION DETERMINATION NOVEMBER 27, DA397 OREGON, APPLICATION 01782 APPLIES ONLY TO POWER RESERVE LANDS DESCRIBED ON PAGE ONE=

LEON M FUQUAY SECRETARY FEDERAL POWER COMMISSION=

4 27 DA-397 01782

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Federal Power Commission - Washington

FEDERAL POWER COMMISSION
WASHINGTON 25

Division of Licensed Projects
Bureau of Power

DA-397 Oregon

COLLECT

December 6, 1950

R. H. Baldock, State Highway Engineer
Salem, Oregon

Retel December 4. Commission determination November 27, DA-397 Oregon, application 01782 applies only to power reserve lands described on page one.

Leon M. Fuquay
Secretary
Federal Power Commission

CONFIRMATION COPY

NOTICE

SERVICE
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DAY LETTER		NIGHT LETTER	

WESTERN UNION

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W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
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Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 4, 1950

MR. J. H. GUTRIDE, ACTING SECRETARY
FEDERAL POWER COMMISSION
WASHINGTON 25, D. C.

REFER DOCKET DA397 OREGON, APPLICATION OREGON 01782. DOES DETERMINATION (PAGE 2) REFER ONLY TO LANDS NOW UNDER GOVERNMENT CONTROL OR TO ALL LANDS THAT MAY BE AFFECTED BY LATER DEVELOPMENT. PLEASE ANSWER BY WIRE COLLECT GIVING SUFFICIENT DETAIL SUCH AS LAND BY SECTION NUMBER OR OTHER DATA SO THAT HIGHWAY COMMISSION MAY DETERMINE FUTURE STATUS OF HIGHWAY WITH RESPECT TO OBLIGATION TO RECONSTRUCT IN EVENT OF POWER DEVELOPMENT.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

NOTED
W. W. STAFFLER

LOWELL STOCKMAN
MEMBER OF CONGRESS
OREGON

COMMITTEE
APPROPRIATIONS

Congress of the United States
House of Representatives
Washington, D. C.

December 2, 1950

Mr. R. H. Baldock, Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

I make reference to our previous correspondence with respect to application before the Federal Power Commission concerning the Willow Creek Boardman Section of U. S. 30.

As you are aware, the Federal Power Commission has issued a favorable recommendation in this connection, and I am advised it will be handled in the office of the Bureau of Land Management in Portland, who will receive a notice direct from the Federal Power Commission.

I am glad to have gone into this matter and shall continue to assist in any way, if you will advise me in the event there is any further trouble in connection with it.

With all best wishes, I am

Sincerely yours,

Lowell Stockman

LOWELL STOCKMAN, M.C.
LS:mbj

RECEIVED
DEC 6 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STAFFLER

December 1, 1950

AIR MAIL

Honorable Lowell Stockman
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Stockman:

Reference is to your letter, dated November 22, to Mr. Baldock (who is absent, attending the annual convention of the American Association of State Highway Officials in Miami, Florida) relative to the application of the State Highway Commission for right of way over public lands on the Willow Creek-Boardman Section of the Columbia River Highway.

Under date of November 27 we received a telegram from the Acting Secretary to the Federal Power Commission advising us that the Power Commission had made a favorable determination relative to our application.

Under date of November 29 we received a wire from Senator Guy Cordon confirming the above but also stating that copies of the determination made by the Federal Power Commission re our application were going forward by regular mail, leaving Washington November 28. In due time these details will be available, and thereafter we will work out the details with the Bureau of Land Management.

Thanking you for your cooperation in this case, I am

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

WWS:hi
cc Mr. M. H. Baldock

November 28, 1950

AIR MAIL

Senator Wayne Morse
Senate Office Building
Washington, D. C.

Dear Senator Morse:

We received a wire yesterday from the Acting Secretary of the Federal Power Commission, advising that the Power Commission had made a favorable determination on the application of the Oregon State Highway Commission for right of way over public lands on the Willow Creek-Boardman Section of the Columbia River Highway.

Mr. Baldock is out of the state, but I am certain that, were he here, he would wish to extend to you his appreciation of your assistance in this matter, and I, therefore, extend such appreciation on his behalf.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

November 28, 1950

AIR MAIL

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Dear Senator Cordon:

We received a wire yesterday from the Acting Secretary of the Federal Power Commission, advising that the Power Commission had made a favorable determination on the application of the Oregon State Highway Commission for right of way over public lands on the Willow Creek-Boardman Section of the Columbia River Highway.

Mr. Baldock is out of the state, but I am certain that, were he here, he would wish to extend to you his appreciation of your assistance in this matter, and I, therefore, extend such appreciation on his behalf.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

ADDRESS ALL COMMUNICATIONS
TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

NOV 28 1950

Oregon State Highway Commission
Salem, Oregon

Att: R. H. Baldock, Chief Engineer

Re: Docket No. DA-397-Oregon
Oregon State Highway Commission

Dear Sir:

Enclosed is a copy of the Determination entered by the Commission on November 27, 1950, in the above entitled matter.

Very truly yours,
J. H. Gutride
Acting Secretary

Enclosure

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1950 NOV 27

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R H BALDOCK, CHIEF ENGINEER

OREGON STATE HIGHWAY COMM SALEM ORG

TODAY COMMISSION MADE FAVORABLE DETERMINATION UNDER SECTION 24 OF FEDERAL POWER ACT WITH RESPECT TO LANDS RESERVED FOR POWER PURPOSES WHICH ARE SUBJECT OF APPLICATION FOR RIGHT OF WAY FOR WILLOW CREEK-BOARDMAN SECTION COLUMBIA RIVER HIGHWAY. STIPULATION REQUIRES RELOCATION OF HIGHWAY ON POWER RESERVED LANDS AT STATE EXPENSE IN EVENT THE LANDS ARE REQUIRED FOR PURPOSES OF POWER DEVELOPMENT.

J H GUTRCDR ACTING SECRETARY FEDERAL POWER COMMISSION

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Thomas C. Buchanan, Acting Chairman; Nelson Lee Smith and Harrington Wimberly.

November 27, 1950

In the Matter of	)	
	)	Docket No. DA-397-Oregon
Lands Withdrawn in	)	Oregon State Highway Commission
Power Site Classification No. 378	)	

DETERMINATION FOR HIGHWAY RIGHT-OF-WAY UNDER SECTION 24 OF THE FEDERAL POWER ACT

An application (Oregon 01782) was filed by the Oregon State Highway Commission for a highway right-of-way under the Act of November 9, 1921 (42 Stat. 212, 216), requiring a determination under Section 24 of the Federal Power Act with respect to the affected portion of the following-described lands only:

Willamette meridian, Oregon
T. 4 N., R. 23 E., sec. 30, lot 1, $NE\frac{1}{4}NW\frac{1}{4}$

T. 4 N., R. 25 E., sec. 18, $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$

The lands lie near the Columbia River and are withdrawn in Power Site Classification No. 378, dated February 10, 1948.

Applicant proposes to use the lands in connection with the proposed relocation of the existing Willow Creek-Boardman section of the Columbia River Highway.

The proposed highway right-of-way is along the stretch of the river proposed for development by the John Day multiple-purpose project of the Department of the Army. The proposed reservoir will provide approximately 2,000,000 acre-feet of flood-control storage between normal pool elevation 255 and maximum pool elevation 292 feet. If the project is constructed as planned, the above-described lands in sec. 18 will be within the flowage area of the reservoir.

The Oregon State Highway Commission has informed this Commission that it will relocate and reconstruct at its own expense as much of the highway on lands of the United States below elevation 292 as may be necessary to avoid interference with power development.

Pending development, the proposed use of the lands as hereinafter provided will not injure materially their power value.

Interested Federal officials have reported on the application.

The Commission determines:

The value of the affected portion of the above-described lands not already legally occupied by virtue of rights acquired prior to withdrawal of the lands for power purposes will not be injured or destroyed for purposes of power development by location thereon of the proposed highway right-of-way, subject to the provisions of Section 24 of the Federal Power Act, and subject to the stipulation that if and when the lands are required for purposes of power development by the United States or its permittees or licensees, the transferee of the proposed highway right-of-way shall relocate and reconstruct at its own expense as much of the highway as may be necessary to avoid interference with such power development.

By the Commission.

J. H. Gutride,
Acting Secretary.

Date of Issuance: November 28, 1950

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

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1950 NOV 24 AM 9 02

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W SNA041 GOVT DL PD=SN WASHINGTON DC 24 1154A=

MR R H BALDOCK=

STATE HIGHWAY ENGINEER OREGON STATE OFFICE BLDG

SALEM OREGON=

FOLLOWING UP WIRE OF 22ND REGRET THIRD COMMISSIONER STILL NOT AVAILABLE AND PROBABLY WILL NOT BE UNTIL FIRST OF WEEK WILL CONTINUE TO KEEP YOU ADVISED=

GUY CORDON USS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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OB136 WM13

W.SND134 GOVT DL PD=SN WASHINGTON DC 22 411(0#4 250 NOV 22) PM 1.42

.STATE HIGHWAY ENGINEER=

OREGON STATE OFFICE BLDG SALEM ORG=

:THANKS FOR COPY YOUR WIRE OF 20TH TO FEDERAL POWER COMMISSION. MEMORANDUM RECOMMENDING FAVORABLE ACTION NOW WITH BUREAU OF LAW FOR PREPARATION OF MINUTES. APPROVAL OF APPLICATION REQUIRES SIGNATURE OF QUORUM OR THREE COMMISSIONERS. TWO COMMISSIONERS ARE IN CITY NOW AND IT IS HOPED SIGNATURE OF THIRD CAN BE OBTAINED BY FRIDAY WHEN TELEGRAPHIC ADVICE WILL BE SENT TO YOU=

:GUY CORDON USS=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

...OCKMAN
...OF CONGRESS
OREGON

COMMITTEE
APPROPRIATIONS

Congress of the United States
House of Representatives
Washington, D. C.

November 22, 1950

Mr. R. H. Baldock, Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Promptly upon receipt of your telegram of November 18 I contacted the Federal Power Commission with respect to Federal Power Site Application No. 378 for the modernization of the Willow Creek Boardman Section of U.S. 30. They advise me they had wired you asking for certain information and were awaiting your answer.

I have again contacted them today, and they state that they have heard from you, and it is now their plan to recommend favorable determination with respect to your application but it may be Monday before their Board of Commissioners can act on the matter.

As I understand it, it will then be up to the Bureau of Land Management to restore the land to entry so it can be available for highway purposes. The Federal Power Commission will advise me when they have taken final action, and I shall then be glad to contact the Bureau of Land Management in behalf of expediting action on the matter.

I am glad to cooperate in this case.

With all best wishes, I am

Sincerely yours,

Lowell Stockman

LOWELL STOCKMAN, M.C.
LS:mj

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WESTERN UNION

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(135)

W. P. MARSHALL, PRESIDENT

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:R H BALDOCK, CHIEF ENGINEER OREGON STATE HIGHWAY COMMISSION=
STATE OFFICE BLDG SALEM ORG=

=ON FRIDAY, NOVEMBER 17, FEDERAL POWER COMMISSION AIRMAILED YOU A LETTER INDICATING CERTAIN INFORMATION WHICH THEY REQUIRED BEFORE PROCEEDING AS REQUESTED. I READ YOUR WIRE TO FEDERAL POWER COMMISSION BUT WAS TOLD THAT BECAUSE OF THE NEED OF HAVING A STATEMENT FROM YOUR COMMISSION IN THE RECORD THEY WANTED TO HEAR DIRECTLY FROM YOU IN ANSWER TO THEIR INQUIRY. ASSUME YOU HAVE NOW RECEIVED THIS LETTER AND I AM ASSURED AS SOON AS REPLY REACHES FEDERAL POWER COMMISSION THEY WILL TAKE IMMEDIATE ACTION. REGARDS=
:WAYNE MORSÉ U S S=

:17=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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Court
Fed Aid
Eng V Pres

SALEM, OREGON
NOVEMBER 20, 1950

MR. J. H. GUTRIDE, ACTING SECRETARY
FEDERAL POWER COMMISSION
WASHINGTON 25, D. C.

RE YOUR AIR MAIL LETTER NOVEMBER 17 RELATIVE APPLICATION OREGON 01782 FOR RIGHT OF WAY FOR RELOCATION WILLOW CREEK-BOARDMAN SECTION COLUMBIA RIVER HIGHWAY YOU ARE ADVISED: HIGHWAY LEVEL DATUM AND DEPARTMENT OF ARMY LEVEL DATUM ARE SAME. UTTERLY IMPRACTICAL AT PRESENT TIME TO CONSTRUCT HIGHWAY EAST OF SURVEY STATION 1207 ABOVE ELEVATION 292 BY REASON OF INABILITY TO MAKE CONNECTIONS TO TOWN OF BOARDMAN WHICH WILL BE INUNDATED IF HIGH DAM IS BUILT OR EXISTING HIGHWAY WITHIN REASONABLE DISTANCE. FURTHER, NO ASSURANCE TO DATE THAT POOL ELEVATION WILL BE 292. FURTHER IMPRACTICAL TO ATTEMPT TO LOCATE HIGHWAY THROUGH THIS SECTION ABOVE ELEVATION 292 BY REASON OF NO PLANS FOR MOVEMENT OF RAILROAD WHICH WILL ALSO BE INUNDATED TO HIGHER ELEVATION WHICH MIGHT INVOLVE NUMEROUS CROSSINGS OF RAILROAD AND HIGHWAY. STATE WILL AGREE TO STAND COST OF MOVING HIGHWAY IN SO FAR AS U.S. GOVERNMENT LANDS ARE CONCERNED WHERE BELOW ELEVATION 292 IF AND WHEN DAM IS BUILT. EARLY APPROVAL OF APPLICATION IS REQUESTED AS DELAY IN AWARDING CONTRACT FOR WHICH BIDS HAVE ALREADY BEEN RECEIVED IS CAUSING SERIOUS DELAY IN IMPROVEMENT OF THIS VERY IMPORTANT INTERSTATE HIGHWAY. WOULD APPRECIATE WIRE REPLY.

R. H. BALDOCK, CHIEF ENGINEER
OREGON STATE HIGHWAY COMMISSION

THE FOLLOWING

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B061 WM53

SNA070 GOVT DL PD=SN WASHINGTON DC 20 135P=
1950 NOV 20 AM 10 45

MR R H BALDOCK=
STATE HIGHWAY ENGINEER=OREGON STATE OFFICE
BLDG SALEM OREGON=

ANSWERING YOUR WIRE OF 17TH AM ADVISED AIRMAIL LETTER WAS ADDRESSED TO YOU ON 17TH BY FEDERAL POWER COMMISSION WITH FOLLOWING QUESTION W" WHY IS NOT HIGHWAY RELOCATION PLANNED TO BE ENTIRELY OUTSIDE THE MAXIMUM OF THE ELEVATION OF THE POOL?" COMMISSION IS IN TACOMA FOR HEARING TODAY AND TOMORROW SURE AND POSSIBLY LONGER DECISION WOULD BE DELAYED UNTIL COMMISSIONS RETURN AND

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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IN MEANTIME THEY AWAIT REPLY TO ABOVE QUESTION ALL PAPERS READY IN AGENCY THEREFORE KEEP ME ADVISED SO THAT I CAN FOLLOW UP WITH COMMISSION IMMEDIATELY UPON ITS RETURN TO WASHINGTON=

GUY CORDON USS=

1950 NOV 20 AM 10 45

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
NOV 21 1950
FOR FILING

FEDERAL POWER COMMISSION
WASHINGTON 25

DA-397 Oregon

NOV 17 1950

AIR MAIL

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Your application (Oregon 01782) for a right-of-way for the proposed relocation of the Willow Creek-Boardman section of the Columbia River highway, affecting power lands in T. 4 N., Rs. 23 and 25 E., Willamette meridian, has been referred to this office for consideration.

This relocation is in a stretch of the Columbia River proposed for development by the recommended John Day multiple-purpose project of the Department of the Army. If the datum of elevation as given in the Department's report on the project is identical to that on your profile of the highway right-of-way, it appears that with normal pool elevation at 255 feet about one-quarter mile of the highway relocation, within the S½SE¼ sec. 7, T. 4 N., R. 25 E., would be subject to inundation. Assuming the same condition, with maximum pool elevation at 292 feet (for flood control) the eastern four and one-half miles of the highway, from about survey station 1207, would be flooded.

Before any definite action is taken on your application, your comments on the above situation are requested, particularly with respect to two questions: Is there any difference between highway datum and Department of the Army datum? If not, why is not highway relocation planned to be entirely outside the maximum pool at elevation 292 feet?

Very truly yours,
J. H. Gutride

Actin Secretary

File

SERVICE
Service desired; otherwise this message will be sent as telegram
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NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

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SALEM, OREGON
NOVEMBER 17, 1950

SENATOR WAYNE MORSE
SENATE OFFICE BUILDING
WASHINGTON, D. C.

THE OREGON STATE HIGHWAY COMMISSION HAS RECEIVED BIDS FOR THE MODERNIZATION OF THE WILLOW CREEK-BOARDMAN SECTION, US30. UNABLE TO AWARD CONTRACT BY REASON OF FEDERAL POWER ADMINISTRATION'S NOT APPROVING APPLICATION ON GOVERNMENT LANDS. THE MATTER HAS BEEN CLEARED THROUGH AND RECOMMENDED BY BUREAU OF LAND MANAGEMENT, U. S. DEPARTMENT OF INTERIOR AT PORTLAND, BUT HELD UP IN FEDERAL POWER COMMISSION IN WASHINGTON. WE URGE YOUR INTERVENTION AND ASSISTANCE IN SECURING ACTION ON THIS MATTER BY THE FEDERAL POWER COMMISSION. DELAY IN AWARD OF CONTRACT SERIOUSLY INTERFERING WITH PLANS FOR RECONSTRUCTION OF THIS VERY IMPORTANT INTERSTATE HIGHWAY. THIS MATTER IS COVERED IN FEDERAL POWER SITE NO. 378 DATED FEBRUARY 10, 1948. BUREAU OF LAND MANAGEMENT FILE 01782. HIGHWAY ELEVATION ABOVE MAXIMUM POOL ELEVATION PROPOSED JOHN DAY RAPIDS DAM ON ALL U.S. GOVERNMENT LANDS EXCEPT FOUR FORTIES IN FEDERAL POWER SITE NO. 378 AND WE AGREE TO STAND COST OF MOVING HIGHWAY IN SO FAR AS THESE SECTIONS ARE CONCERNED IF AND WHEN DAM IS BUILT.

R. H. BALDOCK

FOR FILING

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	X

WESTERN UNION

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W. P. MARSHALL, PRESIDENT

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CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 17, 1950

HON. LOWELL STOCKMAN
HOUSE OFFICE BUILDING
WASHINGTON, D. C.

THE OREGON STATE HIGHWAY COMMISSION HAS RECEIVED BIDS FOR THE RECONSTRUCTION OF THE WILLOW CREEK-BOARDMAN SECTION, US30. UNABLE TO AWARD CONTRACT BY REASON OF FEDERAL POWER ADMINISTRATION'S NOT AUTHORIZING APPLICATION ON GOVERNMENT LANDS. THE MATTER HAS BEEN CLEARED THROUGH AND RECOMMENDED BY BUREAU OF LAND MANAGEMENT, U. S. DEPARTMENT OF INTERIOR AS PER LAW, BUT HELD UP IN FEDERAL POWER COMMISSION IN WASHINGTON. WE URGE YOUR INTERVENTION AND ASSISTANCE IN SECURING ACTION ON THIS MATTER BY THE FEDERAL POWER COMMISSION. DELAY IN AWARD OF CONTRACT SERIOUSLY INTERFERED WITH PLANS FOR RECONSTRUCTION OF THIS VERY IMPORTANT INTERSTATE HIGHWAY. THIS MATTER IS COVERED IN FEDERAL POWER SITE NO. 378 DATED FEBRUARY 10, 1948. BUREAU OF LAND MANAGEMENT FILE 01782. HIGHWAY ELEVATION ABOVE MAXIMUM POOL ELEVATION ESTABLISHED JUNE DAY BEFORE DAM IN ALL U.S. GOVERNMENT LANDS EXCEPT FOR FEE LAND IS FEDERAL POWER SITE NO. 378 AND WE AGREE TO STAND COST OF RAISING HIGHWAY IN SO FAR AS THESE SECTIONS ARE CONCERNED IF AND WHEN DAM IS BUILT.

K. F. SANDECK

cc Pete

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 17, 1950

SENATOR GUY CORDON
SENATE OFFICE BUILDING
WASHINGTON, D. C.

THE OREGON STATE HIGHWAY COMMISSION HAS RECEIVED BIDS FOR THE REFURNIZATION OF THE WILLOW CREEK-BALDY SECTION, US30. OUR BID TO AWARD CONTRACT BY REASON OF FEDERAL POWER ADMINISTRATION'S NOT APPROVING APPLICATION ON GOVERNMENT LANDS. THIS MATTER HAS BEEN CLEARED THROUGH AND RECOMMENDED BY BUREAU OF LAND MANAGEMENT, U. S. DEPARTMENT OF INTERIOR AT PORTLAND, BUT HELD UP IN FEDERAL POWER COMMISSION IN WASHINGTON. WE URGE YOUR INTERVENTION AS OUR STATE HIGHWAY ACTION IN THIS MATTER BY THE FEDERAL POWER COMMISSION. DELAY IN AWARD OF CONTRACT SERIOUSLY INTERFERES WITH THE PLANS FOR RECONSTRUCTION OF THIS VERY IMPORTANT INTERSTATE HIGHWAY. THIS MATTER IS CONTAINED IN FEDERAL POWER SITE NO. 378 DATED FEBRUARY 10, 1948. BUREAU OF LAND MANAGEMENT FILE 01782. HIGHWAY ELEVATION ABOVE MAXIMUM POOL ELEVATION PROPOSED JOHN DAY RATING DAM ON ALL U.S. GOVERNMENT LANDS EXCEPT FOUR ACRES IN FEDERAL POWER SITE NO. 378 AND WE AGREE TO STAND COST OF MOVING HIGHWAY IN SO FAR AS THESE SECTIONS ARE CONCERNED IF AND WHEN DAM IS BUILT.

R. H. BALDOCK

cc P. C. Porter

CLASSES OF SERVICE

DOMESTIC SERVICES

FULL RATE TELEGRAM
A full rate expedited service.

DAY LETTER (DL)
A deferred service at lower than the full rate.

SERIAL (SER)
Messages sent in sections during the same day.

NIGHT LETTER (NL)
Accepted up to 2 A. M. for delivery not earlier than the following morning at rates substantially lower than the full rate telegram or day letter rate.

INTERNATIONAL SERVICES

FULL RATE (FR)
The standard ... may be written in any language that can be expressed in ...

CODE (CDE)
... for 5 words ...
A text message ...

750

968.2

100'

150'

20

29

700

916.7

100'

150'

30

650

25

HEPPNER JC.

Willow Creek

(Heppner Branch)

To Portland

20

21

14

416.7

700

100'

150'

750

968.2'

800

100'

150'

850

900

176.9'

N. 75°17½'E = N 75°22½'E

22

150'

23

29

92 + 23.9 P.S.

Canyon

Mile

C O L U M B I A

River

Columbia

Existing

13

14

18

17

16

N. 75°17½'E = N 75°22½'E

176.9'

900

950

1000

1050

1100

150'

921+23.9 P.S.

923+73.9 P.S.C.

936+23.9 P.C.S.

938+73.9 P.T.

707.5'

100'

N 82°52½'E = N. 88°54½'E.

1158.4'

150'

23

24

19

0°30' C.R.
Δ 7°30'
Ts 876.09

2-250' Spirals
S 0°37½'
q 02

Canyon

Mile

E.

E.

N 82°54½'E = N 82°59'E 3,65.28

1250

1320

1650'

1500

1100

1050

1100

1500'

1500'

3395.9'

13

14

15

16

17

12

11

10

O'BRIEN CO.

RIVER

Highway

River

Normal Pool Elev 255
Max Pool Elev 292

RIVER

BLALOCK ISLAND

BOARDMAN

Co.

11

12

0°30' C.L.
Δ 19°23'20"
Ts 2082.64

250' Spiral
S 0°37½'
a 0.2

1310 + 91.8 PS
1312 + 91.8 PSC

250' Spiral
S 0°37½'
a 0.2

1349 + 19.6 PCS
1351 + 69.6 PT

7

8

1200

1250

1300

1350

1400

100'

150'

N 63°35'40" E

°54½' E = N. 82°59' E

14

13

18

17

1379 + 24.7 PS
1381 + 74.7 PSC

250' Spiral
S 0°37½'
a 0.2

0°30' C R
Δ 39°51½'
Ts 4279.84

R. 24 E.
R. 25 E.

OREGON STATE
Right of Way R
WILLOW CREEK
COLUMBIA R
MORR

Scale 1" = 2000'

DRG

CERT

OREGON STATE HIGHWAY DEPARTMENT

Right of Way Required from U.S. Gov't.

WILLOW CREEK - BOARDMAN SECTION

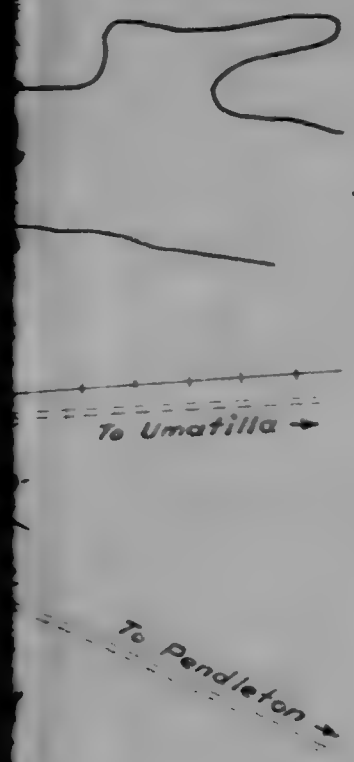
COLUMBIA RIVER HIGHWAY

MORROW COUNTY

Scale 1" = 2000'

Sept., 1950

DRG. NO. 7B-3-9



CERTIFICATE

I hereby certify that the following described land is, as of this date,

To Portland
HEPPNER JC.
O.W.R.R.&N. Co.
(Heppner Branch)
To Heppner
Willow Creek
R. 22 E.
R. 23 E.
GILLIAM CO.
MORROW CO.
25
30
29
650
150'
100'
416.7
700
150'
100'
968.2'
750
T. 4 N.
T. 3 N.

Existing

21

22

23

24

750

800

850

900

950

100'

150'

968.2'

176.9'

N. 75°17½'E = N 75°22½'E

150'

921+23.9 P.S.

923+73.9 P.S.C.

936+23.9 P.C.S.

938+73.9 P.T.

207.5'

0°30' C.R

Δ 7°30'

Ts 876.09

2-250' Spirals

S 0°37½'

q 0.2

Canyon

Mile

Six

R. 23 E.

R. 24 E.

T. 4 N.

T. 3 N.

Existing

18

950

1000

17

1050

16

1100

100'

N 82°52½'E = N.82°54½'E.

150'

707.5'

1156.4'

916+23.9 P.C.S

938+73.9 P.T.

24

°30' C.R

7°30'

876.09

250' Spirals

0°37½'

0.2

19

100'

1150

150'

15

3395.9'

R. 23 E.

R. 24 E.

N

12

BOAR

0°30' C.L.
Ta 19°23'20"
Ts 2082.64

250' Spiral
S 0°37½
a 0.2

250' Spiral
S 0°37½
a 0.2

100'

150'

15

N. 82°54½'E = N. 82°59'E

1150

1642'

1200

1250

1300

3395.9'

14

13

100'

150'

20+41.8 PS

13+2.+91.8 PSC

1349+19.6 PCS

1351+69.6 PT

1350

N 63°35'40" E

R. 24 E.
R. 25 E.

18

17

N

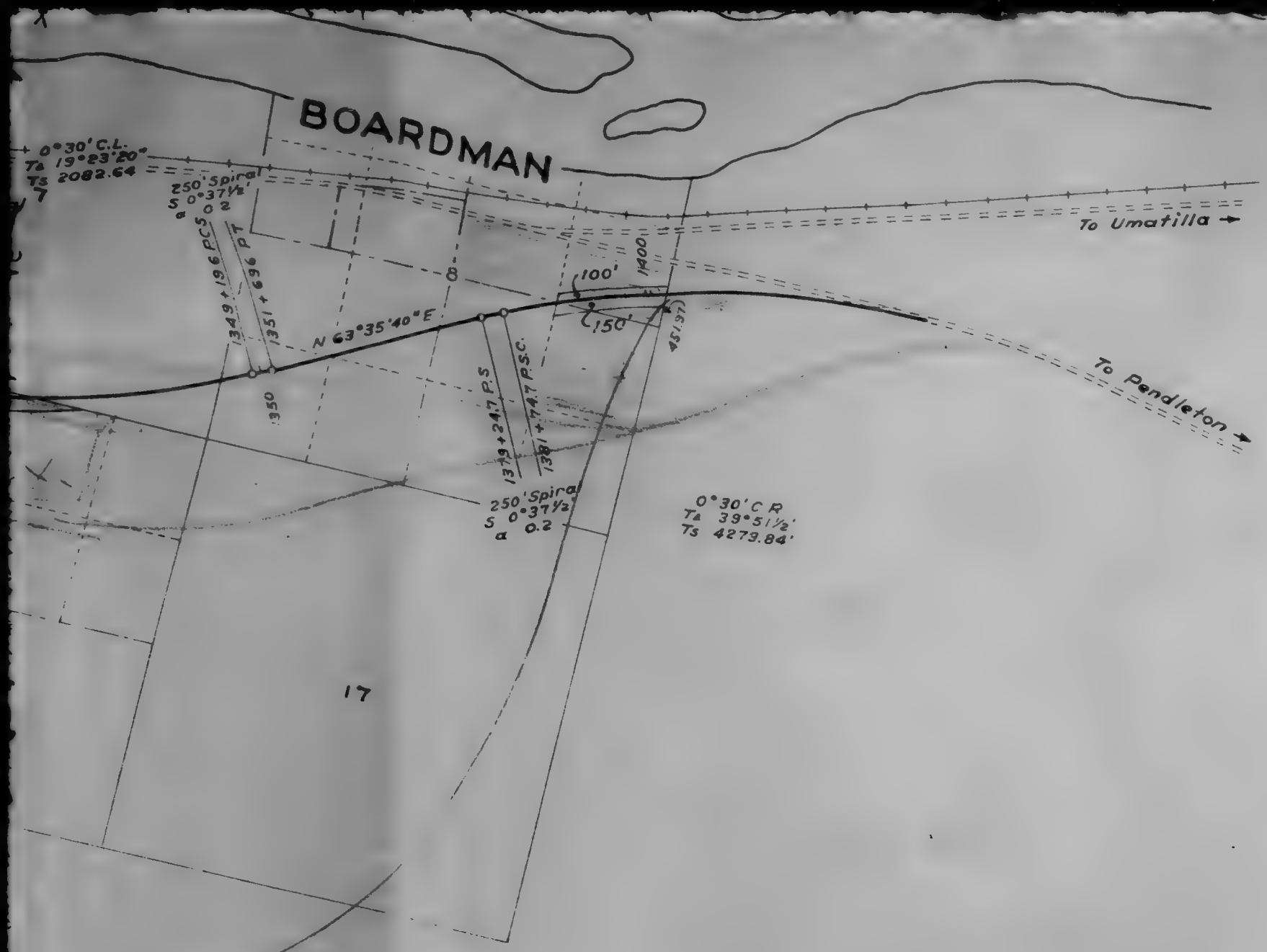
This portion of line below max pool elev.

Right of W

WILLOW CREE
COLUMBIA
M

Scale 1" = 2000'

D



CE

I hereby certify that the fo
unappropriated and unreserved
NW4 & N2NE4 of Sec.30, S2S
NW4NW4 of Sec.24, T
S2S2 of Sec.18, NW4 SW4 &
N2NW4 & NW4NE4 of Sec.18
Signed at Portland, Oregon

in of line below
circ.

OREGON [illegible] HIGHWAY DEPARTMENT

Right of Way Required from U.S. Gov't.

WILLOW CREEK - BOARDMAN SECTION

COLUMBIA RIVER HIGHWAY

MORROW COUNTY

To Umatilla →

To Pendleton →

Scale 1" = 2000'

Sept., 1950

DRG. NO. 7B-3-9

CERTIFICATE

I hereby certify that the following described land is, as of this date, unappropriated and unreserved Federal land.

NW4 & N2NE4 of Sec. 30, S2S2 of Sec. 20, N2SW4 & S2N2 of Sec. 22 and the NW4NW4 of Sec. 24, T. 4 N. R. 23 E. W.M.;

S2S2 of Sec. 18, NW4SW4 & S2N2 of Sec. 15, T. 4 N. R. 24 E. W.M.;

N2NW4 & NW4NE4 of Sec. 18, NE4SE4 & SE4NE4 of Sec. 8, T. 4 N. R. 25 E. W.M.

Signed at Portland, Oregon this _____ day of _____, 1950

_____

Manager

RECEIVED
FOR FILING

71 [illegible]
[illegible]
3 4 N

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

.AB 959 DA475 PRA445

PR.SMA234 PD=SALEM ORG 7 534P= 1953 DEC 7 PM 9 53

W C WILLIAMS

COLUMBUS HOTEL MIAMI FLO=

PAXSON HAS YOUR TELEGRAM RE INDEPENDANCE BRIDGE CONTRACT FOR BOARDMAN JOB HAS NOT BEEN AWARDED EXTENSION OF TIME REQUESTED OF BERKE BROTHERS TUESDAY FIFTH. HOPE TO AWARD CONTRACT TOMORROW DELAY HAS BEEN DUE TO INTERPRETATION OF FEDERAL POWER COMMSSSION DETERMINATION SINCE CLARIFIED TO OUR SATISFACTION. CLEARANCE FROM LAND BOARD PENDING THEIR INQUIRY FOR CLAIFICATION FEDERAL POWER DETERMINATION EXPECTED BY TELETPYE TOMORROW=

W. C. WILLIAMS

THE C W W STIFFLER=

...IONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
1950
FOR FILING

December 5, 1950

Berke Bros.
7923 N. E. Halsey Street
Portland 16, Oregon

Dear Sir:

Due to unexpected delay experienced in obtaining rights of entry onto federal lands reserved by the Federal Power Commission, we find it necessary to request of you an extension of the time within which your bid for grading work on the Willow Creek-Boardman Section, submitted on November 10, 1950, may be considered open to acceptance.

If you are agreeable to the granting of such an extension, please so indicate by signing one copy of this letter and returning it to us by return mail.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

SHP:gs

- - - -

Portland, Oregon, December ___, 1950

It is hereby agreed that the bid submitted by us on November 10, 1950, for grading work on the Willow Creek-Boardman Section of the Columbia River Highway will be held open to acceptance and award of contract until and including January 10, 1951.

Berke Bros.

By_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

RECEIVED
FOR FILING

Helen:

On December 20, 1950, Mr. Baldock wrote a letter to Mr. T. M. Davis, District Engineer, Bureau of Public Roads, Portland, re delayed award of the Willow Creek-Boardman Section bids for which were opened on November 10. Mr. Baldock asked for Mr. Davis' concurrence in the award of the contract as soon as possible as the release of the necessary property is practically assured by U.S. Airforce. Data, including maps have been sent to the Director of Installations, U.S. Airforce, Washington, D.C.

Monica

FI-145(5) Willow Cr.-Boardman Sec., 1950
Columbia River Hwy.

#3448 Folder # 1

RECEIVED
DEC 18 1950
FOR FILING

FI - 145(5)

3448

November 29, 1950

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Dear Senator Cordon:

Your telegram, which includes an inquiry as to the time of Mr. Baldock's visit to Washington, was received today. You probably have reference to the letter of Mr. Al Hetzel, of the Astoria Chamber of Commerce, in which he asks that Mr. Baldock see you while he is in Washington.

Mr. Hetzel evidently misunderstood Mr. Baldock's statement that he would see Mr. MacDonald, as Mr. Baldock did not mean that he would be in Washington. He is now en route to Miami, Florida, to attend the annual meeting of the American Association of State Highway Officials, where he expects to talk with Mr. MacDonald. His plans do not include a visit to Washington at this time.

Very truly yours,

(Miss) Helen Ingrey
Secretary to R. H. Baldock

TODAY is Someone's Birthday
TELEGRAPH YOUR GREETING
Call WESTERN UNION from any telephone

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

OBOZ Y

1950 NOV 29 AM 9 47

W. SNDO 17 GOVT DL PD=SN WASHINGTON DC 29 1003A=

:R H BALDOCK,

SALEM ORG.

:FEDERAL POWER COMMISSION HAS APPROVED HIGHWAY COMMISSION APPLICATION FOR RIGHT OF WAY FOR RELOCATION OF WILLOW CREEK BOARDMAN SECTION OF COLUMBIA RIVER HIGHWAY. COPIES OF DETERMINATION MAILED REGULAR MAIL YESTERDAY TO PORTLAND LAND OFFICE. WHEN ARE YOU COMING TO WASHINGTON?=

:GUY CORDON USS=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
NOV 1 3 1950
FOR FILING
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

File

November 15, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your November 13, 1950 letter in answer to our letter of November 2 concerning asphalt emulsion specifications for stabilization of cut and fill slopes on the Willow Creek-Boardman Section of the Columbia River Highway, Project FI 145(5).

In view of the justification made in your letter we are willing to withdraw our objections to the use of asphalt emulsion of the slow curing type insofar as this project is concerned. Approval of similar work on future projects will be contingent upon the results obtained on FI 145(5).

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
DEC 13 1950
FOR FILING

Salem, Oregon
November 14, 1950

Mr. S. H. Probert
Office Engineer

Attached hereto, for further handling, is the original and two copies of a Letter to the Bureau of Public Roads relative to alignment revision for the Arlington-Umatilla Section, Project No. FAP-145, FA Route 18, which have been executed by the State Highway Commission.

One copy of this Letter has been retained in this office for the Commission's files.

Secretary

rn
attach: 3

FORM E-129X 2M 8-50

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

November 8, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As the revision in Federal-aid Primary Road No. 1 which is to result from construction on the Willow Creek-Boardman Section, Project FI-145 (5), by-passes the City of Boardman and the present junction of Federal-aid Primary Road No. 18 with Federal-aid Primary Road No. 1, it becomes necessary to change the routing and the official description of Federal-aid Primary Road No. 18.

Accordingly, the State Highway Commission requests that the route of Federal-aid Primary Road No. 18 be changed at its westerly end to run from the overcrossing structure at Nemmer, southwesterly to a junction with Federal-aid Primary Road No. 1 at a point approximately two and one-half miles east of Boardman and that the official description for Federal-aid Primary Road No. 18 be changed to read as follows:

> "From a point on Federal-aid road No. 1 east of Boardman via Umatilla to the Oregon-Washington state line south of Wallula, Washington"

By the above-indicated change, the length of Federal-aid Primary Road No. 1 will be changed from 39.49 miles to 37.68 miles.

Very truly yours,

Oregon State Highway Commission

By Ben R. Chandler
as Chairman

Chas H Reynolds
as Commissioner

M K McIver
as Commissioner

Attest
H B Glaisyer
SECRETARY

14.25 MILES TO FAP 145-A

END OF PROJECT FI-145(5)
STA. 1428+75.0

NO WORK

STA. 135+25.16 = 1486+93.67 AHD.

E. END OF CONTRACT
STA. 1549+76

12

DEPOSIT
1231+00

7

BOARDMAN

1300

1350

8

1400

9

Abandoned Route FA Road No. 18

MESSNER

COYOTE

FA Road No. 18

10

FA Road No. 1

New Route
FA Road No. 18

BORROW & GRAVEL DEPOSIT
N. 1388+00

1435+21.32 = 89+00.64

GRAVEL DEPOSIT
0.8 mi W. 1531+00

BOARDMAN STANFIELD HIGHWAY

To Pendleton

R 24 E.

R 25 E.

18

17

16

15

14

OREGON DISTRICT

MONTANA
OREGON
IDAHO
WASH

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 6, 1950

RECEIVED
NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The alignment revisions proposed in the revised project statement map for the Arlington-Umatilla Section, Project No. FAP-145, accompanying your letter of October 25, 1950, will necessitate a system change of FA Route 18.

Approval of the above sketch map revision is being withheld pending receipt of the usual system change request with maps showing the revision in terminus of FA Route 18.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 14 1950
FOR FILING

November 13, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 2 concerning asphalt emulsion specifications for stabilization of cut and fill slopes on the Willow Creek-Boardman Section of the Columbia River Highway, Project FI 145 (5).

A careful examination this fall of the results obtained on slope oiling on Projects FI 2h (5) and RI 3 (1) indicates that the elimination of asphalt emulsions for slope oiling is not justified. Because of the difficulties that were experienced in applying the emulsion as specified in Project RI 3 (1), a light oil was substituted on Project FI 2h (5). There are extenuating circumstances in both cases, but in the project where the light oil was used there has been no germination of planted seed and practically no germination of native plant species; whereas, on Project RI 3 (1), a germination of planted seed was observable within a period of two weeks and there is considerable germination through the asphalt and in the interstices where it has subsequently checked, this fall.

Based on the experience of the latter project, it was decided that a type of emulsion which would mix with wet or dry fine soils would eliminate the application difficulties previously experienced. Our investigation discloses that the RS-1 emulsified asphalt has this quality. We have not used it previously, but we believe that it should be better than a slow-setting flux asphalt, such as SC-1, as the RS-1 has as good an affinity for fine soils and a better mixing quality for damp soils. It does not contain solvents toxic to plant growth.

Your cooperation in testing this product and approval of our specifications of the RS-1 emulsified asphalt for slope oiling on the subject project is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. G. Williams
Assistant State Highway Engineer

cc Mr. Mark Astrup
Mr. S. H. Probert

ASSIGNMENT

November 6, 1950

No. 229/new

By

Description: T. H. Davis' letter of November 2 re P.S.& E. documents for Project FI 145 (5), Willow Creek-Boardman Section of Columbia River Highway

Acknowledged by _____ Referred to ___Astrup___

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 2 Nov '50 Report received _____

Remarks:

OREGON DISTRICT
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 2, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the P.S.& E. documents for Project FI 145(5), Willow Creek-Boardman Section of the Columbia River Highway, we note that cut slopes are to be planted to grass seed and then treated with an asphalt emulsion. With exception of the type of emulsion specified, the proposed work is similar to that attempted on Projects FI 24(4), FI 24(5) and ERI 3(1) all on the Columbia River Highway between The Dalles and Arlington.

In view of the unsatisfactory record of emulsified asphalt on the cited three projects it is requested that you reexamine the specifications covering slope oiling and either furnish adequate justification for the use of the emulsion or change to a lighter type oil. If you decide upon the latter the use of fuel oil is suggested. For your information fuel oil was used to complete Projects FI 24(5) and ERI 3(1) and was used exclusively on S-93(1) Scotts Canyon Road. It penetrated the sand slopes very well and did not appear to smother out grass plantings as did the emulsion.

Any change in the type of oil should be handled by agreement with the contractor as soon after award of contract as possible.

It is unfortunate that the P.S.& E. documents were received in this office at such a late date as to preclude a prior discussion of the proposed work with you. It is to thresh out such controversial matters prior to bid advertisement that we desire early submission of the P.S.& E. papers.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 2 - 1950
FOR FILING

FORM E-80 25M 6-49 32902

F-1-5
-4-1

2146
2157

Court —
Co —
Boardman-
Stanfield Hwy

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1950

SUBJECT:

To: Mr. W. C. Williams,
Assistant Highway Engineer,
O f f i c e.

Dear Mr. Williams:

Pursuant to the request of Mr. Libby I have prepared a form of agreement covering the matter of a change of highway location with respect to part of the Columbia River Highway and the Boardman-Stanfield Highway in Morrow County, and I hand you herewith seven copies of the same, only one of which is complete, and by complete I mean that a white print is to be attached to each of the other copies.

Yours very truly,
J. M. Devers
J. M. DEVERS

JMD:PW
Enc.

ok 9/11 1950
A W Libby

RECEIVED
SEP 11 1950
OFFICE OF
CONSTRUCTION ENGINEER

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

New agreement prepared and maps changed 11/6, 1950
Forwarded to Devers 11/6 1950
A W Libby

6:- August 12, 1950 **ASSIGNMENT** No. 2157 new

By [redacted]

Description: Mr. Devers' letter of September 11 and agreement covering the matter of a change of highway location with respect to part of Columbia River Highway and Boardman-Stanfield Highway in Morrow County

Acknowledged by _____ Referred to ___ [redacted] Cottrell ___

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

_____ PLEASE RETURN TO W. C. WILLIAMS - FOR FILING

Assignment executed 10-16-50 Report received

Remarks: For execution.

ASSIGNMENT

No. 2148 Jurisdictional

e: August 11, 1950 [redacted]

By [redacted]

Description: Mr. Devers' letter of September 11 and agreement covering the matter of a change of highway location with respect to part of Columbia River Highway and Boardman-Stanfield Highway in Morrow County

Acknowledged by _____ Referred to _ Libby ✓ _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 9/11 Report received

Remarks: Please check. WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
AUG
FOR FILING

F-145(5)
3445

August 24, 1950

Honorable Douglas McKay
Governor of Oregon
Salem, Oregon

Dear Governor McKay:

With respect to the petition of the people of Boardman that US30 be relocated through Boardman, please be advised that the Highway Commission denied the petition and decided to by-pass the town of Boardman in the relocation of US30 as being in the public interest.

US30 is an interstate highway, and, in accord with the standards of the American Association of State Highway Officials, small towns should be by-passed. It is planned to by-pass through traffic even around Salem in the interest of safety and the expediting of the traffic movement. Experience indicates that, when motorists desire to stop in a town for food, gas and oil, or other services, they do so, regardless of the by-pass facility. Easy access to Boardman will be provided.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

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AUG 21 1950
FOR FILING

F-095(2)

August 17, 1950

Mr. Chas. H. Reynolds
State Highway Commissioner
La Grande, Oregon

Dear Mr. Reynolds:

I am sorry about the misunderstanding regarding the location of US30 at Boardman. The survey was originally located in accordance with the black line as it appears on the map and as a by-pass of the city of Boardman. Later we found that an addition to the town had been filed and we made a revision so that the center line would miss the southeast corner of the platted addition to Boardman by a distance of about 150 feet. It was later determined that the new addition to the city of Boardman was not within the city limits.

The Highway Commission approved the blue line on the basis of my recommendation. When we started staking the location, the people of Boardman objected. I believe the people of Boardman are perfectly satisfied with the black line insofar as a line missing the city would satisfy them.

We plan to get a 100-foot right of way on the Boardman side which will allow plenty of room for business development along the frontage road as shown by the yellow line on the attached map. This would permit business establishments to have access to the frontage road but not direct access to the highway. Access to the highway could be made at either end at the county road. I, therefore, will ask at the next Commission meeting that the Highway Commission approve the black line rather than the blue line as shown.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi er

LOB ERR'S
UNREAD

COLUMBIA

To Pendleton

Gravel Pit
1R.2-1258

BOARDMAN

NEW ADDITION
CITY OF BOARDMAN

Boardman Connection

D= 0°30' C.R.
TA= 6°22'45"

D= 0°30' C.R.
TA= 39°51'30"

D= 0°30' C.L.
TA= 19°13'20"

D= 0°36'

D=1200'

172

9

17

18

COMMISSIONERS
ANFIELD, CHAIRMAN
PORTLAND
BEN R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

August 8, 1950

R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

I have a copy of your letter dated August 4 addressed to the members of the Commission and concerning the survey of U. S. 30 between Hepner Junction and Boardman. You mention a location approximately 600 feet south of the south city limits. We have been given the impression that the new highway was only 150 feet south, and this distance was discussed some time ago when a representation from Boardman was in my office. Can you give me any information in this connection which I might use in case that the people of Boardman raise the issue?

Very truly yours,

Chas H Reynolds

CHR/vlw

NOTED
W. C. Will...

EIVED
G - 7 1950
OR FILING

August 4, 1950

Oregon State Highway Commission

Gentlemen:

At the last meeting of the Commission in Portland you approved a survey for the relocation of US30 between Heppner Junction and a point immediately east of Boardman.

We have since learned that a platted addition to Boardman is not within the city limits, and it appears that it is better to return to our original location adjacent to Boardman, which is approximately 600 feet south of the south city limits.

A map will be available for your inspection at the next meeting, and it is requested that you approve this minor revision at Boardman, the balance of the survey being the same as you approved last month.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

WCW:me RHB bl

...OR FILING

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

July 21, 1950

Mr. Chas H. Reynolds, Commissioner
Oregon State Highway Commission
P. O. Box 398
La Grande, Oregon

Dear Mr. Reynolds:

Pursuant to your instructions I called upon the Mayor of Boardman, Mr. R. B. Rands, and one of the Councilmen, Mr. Parker, and discussed the problem of the relocation of the Old Oregon Trail Highway in the vicinity of Boardman.

I explained Mr. Smith's proposal to them, to connect the two roads or streets which are now in existence at the east and west borders of the town, with an outer highway on the northerly side, with entrances at the crossings of the two roads, the idea being that the property adjacent to this outer highway could be developed for commercial purposes.

In order to clarify the whole matter in their minds I did give them a brief dissertation on interregional highways and access control, telling them the reasons and other pertinent facts in the above connection.

The gentlemen seemed to feel much better about the whole proposal after my explanation and also felt that the construction of the outer highway, as mentioned above, would partially solve their problem. They also asked me to listen to a counter proposal which they inferred they intended to discuss with you. I will give you the brief facts covering this so that you may be informed.

They stated that they were going to request that the location through Boardman, paralleling the Union Pacific Railroad, following the present route of the Old Oregon Trail from Tom's Corner to Boardman, be reconsidered.

One of their arguments was that if an outer highway could be constructed between the two county roads on the south (adopted location) a like road could be built on the north which could serve the Town of Boardman from the highway if reconstructed near the present location.

They stated that in their opinion a higher degree of access control could thus be obtained due to the fact that the railroad right of way parallels the highway on the north and crossings and irrigation crossings could be eliminated.

They stated that they would be satisfied with connections to an outer highway at the east and west limits of their town only, and that probably one crossing at Main Street would be necessary to serve the area north of the railroad tracks.

I made no comment or suggestion relative to their proposal, merely telling them that I had no authority in the matter and would report it to you as they had requested.

My meeting with these people was entirely harmonious and I feel sure that they are now in a cooperative mood and understand the situation much better than before.

Very truly yours,

J. M. DEVERS

By FORREST COOPER
Right of Way Engineer

FC:MA

cc - R. H. Baldock ✓
J. M. Devers
W. C. Williams
H. B. Glaisyer

RECEIVED
SEP 22 1950
FOR FILING

July 3, 1950

Mr. Roger L. Mick
c/o Mick & Mick
Attorneys at Law
Rooms 19 & 20, Vogt Block
The Dalles, Oregon

Dear Mr. Mick:

I have just received your letter of July 1, requesting permission to appear before the State Highway Commission at its meeting on either July 10 or 11, preferably on the 11th, regarding the highway location through the City of Boardman.

The next regular meeting of the Highway Commission is scheduled for Monday and Tuesday of next week, July 10 and 11. Delegations will be heard on the second day of the meeting, Tuesday the 11th. I am reserving fifteen minutes of time, starting at 2:45 p.m. on that day, for your convenience. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel, Portland.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHBirte

cc - Commissioners
R. H. Baldock
W. C. Williams

DICK & DICK
ATTORNEYS-AT-LAW
ROOMS 19 AND 20 VOGT BLOCK
TELEPHONE 3639
THE DALLES, OREGON

WILLIAM G. DICK
ROGER L. DICK

AGENDA
JUL 11 1950
D
2:45 PM

COPIES TO COMMISSIONERS

July 1, 1950

Secy, Oregon State
Highway Commission
Salem, Oregon

Dear Sir: re: City of Boardman Highway Location

I am writing to request permission to appear at the meeting of the Oregon State Highway Commission which I am advised will be held either the 10th or the 11th day of July 1950. The appearance will be made on behalf of the City of Boardman in regards the location of the highway through that town.

I have been advised that the meeting has been set for either of the two days above mentioned but that the actual date has not yet been determined. If it would be possible to appear before the commission upon the 11th day of July, 1950 rather than the 10th it would be greatly appreciated since it would be extremely difficult to interview the necessary persons, some of whom are at present absent and to assemble the necessary data until that time.

If you can advise me as to the above at your earliest opportunity, it would be greatly appreciated.

Yours truly,

Roger L Dick

RLD:met

2:45 PM July 11th, 50

ANSWERED
H. B. GLAISYER

D

COPY

DICK & DICK
Attorneys at Law
Rooms 19 & 20 Vogt Block
The Dalles, Oregon

July 1, 1950

Secy, Oregon State
Highway Commission
Salem, Oregon

Dear Sir: Re: City of Boardman Highway Location

I am writing to request permission to appear at the meeting of the Oregon State Highway Commission which I am advised will be held either the 10th or the 11th day of July 1950. The appearance will be made on behalf of the City of Boardman in regards the location of the highway through that town.

I have been advised that the meeting has been set for either of the two days above mentioned but that the actual date has not yet been determined. If it would be possible to appear before the commission upon the 11th day of July, 1950 rather than the 10th it would be greatly appreciated since it would be extremely difficult to interview the necessary persons, some of whom are at present absent and to assemble the necessary data until that time.

If you can advise me as to the above at your earliest opportunity, it would be greatly appreciated.

Yours truly,

/s/ Roger L. Dick

RD:met

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FOR FILING
FORM E-90 25M 1-50 87038

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23rd, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Sir:

I hand you herewith form of letter to be sent to the Highway Commission concerning the adoption of one of the lines around Boardman. In this report I have endeavored to explain the respective merits of the various lines so that the Commission can make the decision.

Personally, I and the other members of the Construction Department in charge of location feel that the L4 line is not of sufficient value to justify the additional Highway expense and the local readjustments which will be caused by its construction. Several miles of it in the vicinity of Boardman will need to be reconstructed in the event of even the lower dam, and there is every probability that the entire line will have to be reconstructed, since I feel that the flood situation in the vicinity of Portland is becoming intolerable, and that the Army Engineers will not overlook the opportunity to acquire a million acre feet of storage at Boardman. Mr. C. E. Stricklin, State Engineer, advises me that the irrigated land to be flooded at Boardman is of very little agricultural value, and, therefore, it would not appear that this amount of flood storage on the main Columbia could be acquired elsewhere. I do not believe that storage on the Snake River will accomplish the same purpose, since a large part of the runoff will have occurred on the Snake before the height of floods can be determined, and the authorities will be unwilling to jeopardize the storage of water required for winter power in order to protect against possible floods. For instance, in 1948 and during the present season no one was able to predict high water until it was actually upon us. In these cases, I feel that the storage dams on the Snake would have no reserve capacity, whereas the entire million acre feet would be available at Boardman.

Considerable stress has been laid on the undesirability of cutting the "Boardman trees" along the existing highway. We did not

intend to cut these trees, but to secure an additional encroachment on the railroad. However, it is hard to understand the value of the trees if the highway is moved away from them and the road becomes little used. Therefore, I feel that the trees will suffer fromlack of care if the highway be moved, so that there would be little damage in cutting them if necessary.

The Mayor of Boardman has enlarged the plat of the town with a new addition abutting on the L4 line location, so that it is apparent the entire business community will readjust itself to the temporary line. It would seem that all this expense and confusion is unjustifiable in view of the anticipated life of the highway prior to the construction of the dam.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AB
Enc.

RECEIVED
JUL 17 1950
FOR FILING

F-142(2)
-44-

Salem, Oregon
July 12, 1950

Mr. E. F. Chidsey

The Highway Commission, at its recent meeting, approved the location survey of the Old Oregon Trail between Heppner junction and Boardman, such approval being based on the L4 line, which is colored in blue on a map which I am sending to you under separate cover.

You will note that we made some revision of your L4 line in order to miss the new addition to the City of Boardman. Please lay your new line approximately 150 feet from the corner of the Boardman plat.

You will also note that the connection between the Oregon Trail and the Columbia River Highway is to be made at the Messner Overcrossing.

Please run in this revision immediately and submit right of way descriptions for the revision and all of the line as soon as possible. We wish to call bids on this project in September, if possible.

W. C. Williams

[redacted]

cc Mr. H. G. Smith

BOARDMAN, OREGON

July 6, 1950

We, the undersigned, property owners in the City of Boardman, agree to guarantee for the purchase of additional right-of-way in the City of Boardman for Highway U. S. 30 the amounts of money following signatures, providing the Highway Commission leaves said highway in present locations.

Name	Amount
R L Davis.	$1,000.00
R.A. Parker	$1,000.00
Arthur Allen	$1000.00
S E Linscott	1000.00
[illegible]	$50.00
J. O. Smith	$100.00
[illegible]	300.00
[illegible]	$750.00
Isaac W. Murphy.	1,000.00
Earl Capner	100.00
William C. Lanner	500.00
Robert Hayward	$100.00
[illegible]	$100.
[illegible]	$30.00
Gladys McLaughlin	$50.00
[illegible]	[illegible]
Leo L Root	100.00
[illegible]	100.00
[illegible]	300.00
[illegible]	[illegible]
	Total 8,760

We will pick this
[illegible] at meeting on July 11, 1950

OPTION TO PURCHASE LAND

* * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, We, the undersigned, hereby give to the City of Boardman the option of buying, for the full price of One dollar ($1.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

South 20 feet of Lots 3 & 4 Block 12 City of Boardman.

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and we agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed we are to be paid the sum of One dollar ($1.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, we are to retain the said consideration so paid as aforesaid. If said option is closed within the said four months the amount paid as consideration herein is to be applied towards the purchase price.

Done this 7th day of July, 1950.

BOARDMAN SUPPLY COMPANY, by

R. A. Parker

E. B. Small

Mary Folts

STATE OF ~~OREGON~~ Wash.)
County of ~~Morrow~~ Clark) ss

Be it remembered that on this 8th day of July, 1950 before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named K. A. Parker & H. F. Small & Mary Kelly known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. In testimony whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Harold M Stephens
Notary Public for ~~Oregon~~ Washington
MY COMMISSION EXPIRES:
aug 25, 1951

OPTION TO PURCHASE LAND

* * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, I the undersigned, hereby give to the City of Boardman the option of buying, for the full price of One dollar ($1.00) the following described tract piece and parcel of land, situate in the County of Morrow, State of Oregon, and particularly described as follows:

South 20 feet of Lots 1 & 2 Block 11 City of Boardman.

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and I agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed I am to be paid the sum of One dollar ($1.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, I am to retain the said consideration so paid as aforesaid. If said option is closed within the said four months, the amount paid as consideration herein is to be applied towards the purchase price.

Done this 7th day of July, 1950.

A O Tews

OPTION TO PURCHASE LAND

* * * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, I the undersigned, hereby give to the City of Boardman the option of buying, for the full price of Five-hundred dollars ($500.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

South 20 feet of Lots 5, 6,7 and 8 Block 11 (AND LOT C.) City of Boardman

mo. P. City of Boardman R.B.R.

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and I agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed I am to be paid the sum of Five-hundred dollars ($500.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, I am to retain the said consideration so paid as aforesaid. If said option is closed within the said four months the amount paid as consideration herein is to be applied towards the purchase price.

Done this 7th day of July, 1950.

Mabel C. Feeks

OPTION TO PURCHASE LAND

* * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, We the undersigned, hereby give to the City of Boardman the option of buying, for the full price of Five-thousand dollars ($5,000.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

Lots 1, 2, 3 and 4 Block 13 City of Boardman

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and we agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed we are to be paid the sum of Five-thousand dollars ($5,000.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, we are to retain the said consideration so paid as aforesaid. If said option is closed within the said four months, the amount paid as consideration herein is to be applied towards the purchase price.

Done this ___ day of July, 1950.

W. A. Dupra

Pearl Tupper

Grace Campbell

OPTION TO PURCHASE LAND

* * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, I the undersigned, hereby give to the City of Boardman the option of buying, for the full price of Five-hundred dollars ($500.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

Lot D City of Boardman

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and I agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed I am to be paid the sum of Five-hundred dollars ($500.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, I am to retain the said consideration so paid as aforesaid. If said option is closed within the said four months, the amount paid as consideration herein is to be applied towards the purchase price.

Done this 8th day of July, 1950.

Donato Bellachio

OPTION TO PURCHASE LAND

* * * * * * * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, I, the undersigned, hereby give to the City of Boardman the option of buying, for the full price of One-thousand dollars ($1,000.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

Lots 1 and 2 Block 14 City of Boardman

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and I agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed I am to be paid the sum of One-thousand dollars ($1,000.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, I am to retain the said consideration so paid as aforesaid. If said option is closed within the said four months, the amount paid as consideration herein is to be applied towards the purchase price.

Done this 7th day of July, 1950.

Mabel A. Peck

OPTION TO PURCHASE LAND

* * * * ** * * * * * * *

In consideration of One dollar ($1.00) and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged I the undersigned, hereby give to the City of Boardman the optio n of buying, for the full price of Two-hundred dollars ($200.00) the following described tract piece and parcel of land, situated in the County of Morrow, State of Oregon, and particularly described as follows:

South 20 feet of Lots 1 & 2 Block 12 City of Boardman

The said City of Boardman shall have the right to close this option at any time within four months from the date hereof, and I agree to execute to the City of Boardman, or to any one named by the City of Boardman, a deed in form sufficient to pass all the title to the above described property. Upon the execution of said deed I am to be paid the sum of Two-hundred dollars ($200.00) in full payment of the purchase price of said land; but if said option is not closed within the said four months time, I am to retain the said consideration so paid as aforesaid. If said option is closed within the said four months, the amount paid as consideration herein is to be applied towards the purchase price.

Done this 8 day of July, 1950.

Evelyn Jarvis

WITNESS, Flossie Coats.

WITNESS

P E T I T I O N

****

We the undersigned petitioners, each owning certain real property adjacent to the state highway in Morrow County, Oregon commonly referred to as U. S. # 30, said property being located between the city limits of the City of Boardman and "Tom's Camp" approximately 2 miles west of Boardman, respectfully request the Oregon State Highway Commission to retain the present location of said highway between "Tom's Camp" and the City of Boardman, and state that if it is necessary for the Highway Commission to obtain more property for a wider right of way that each of us will cooperate to expedite the transfer of any additional property required by the State of Oregon to widen the present right of way and each of us is willing to convey such property to the State of Oregon for its reasonable value.

Done this 10th day of July, 1950.

Chas A Anderegg
Charles Anderegg

Ed Skoubo
Ed Skoubo

Henry Zivney
Henry Zivney

I. Skoubo
I. Skoubo

Russell Miller
Russell Miller

Ralph K Skoubo
Ralph Skoubo

Robt H. Miller
Robert Miller

Walter Wyss
Walter Wyss

Ralph Finley
Ralph Finley

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MORROW

In the matter of the preposed relocation of Highway U.S. 30 in the vicinity of the City of Boardman, County of Morrow, State of Oregon.) RESOLUTION

Whereas the State of Oregon, by and through its Highway Commission has under consideration the relocation and improvement of Highway U. S. 30 in the vicinity of the City of Boardman, County of Morrow, and

Whereas, the County Court of the above entitled County and State is of the opinion that the preposed relocation will not be for the best interest and welfare and safety of the citizens of said City, County and State, for the reasons that the said relocati n will create serious cross road hazards, that said relocation will substantially decrease the taxation valuation of the land in the vicinity of the City of Boardman and within said City, that said relocation will destroy the productivity of valuable irrigated agriculture land, and for the further reason that the present loca tion of said Highway is adequate to serve the need of the citizens of said City, County and State,

Therefore, Be It Resolved by the County Court of Morrow County sitting in regular session upon this 6th day of July, 1950, that this Resolution be adopted and submitted to the State of Oregon Highway Commission for their consideration and action hereon.

Adopted this 6th day of July, 1950.

James P Barnett
County Judge

Dwight L. Thompson
County Comm.

Russell S. Mills
County Comm.

IN THE MATTER OF THE LOCATION OF OREGON STATE HIGHWAY (U.S. HIGHWAY # 30) IN AND NEAR BOARDMAN OREGON.

BRIEF IN SUPPORT OF RETAINING SAID HIGHWAY AT ITS PRESENT LOCATION.

It has come to the attention of the citizens of the City of Boardman that the Oregon State Highway Commission is at present considering making a change in the location of the State Highway in Morrow County Oregon commonly referred to as U. S. Highway # 30 in and near the City of Boardman. Public meetings of the citizenry have been held to discuss the matter and it is the concensus of the undersigned that it is the unanimous desire of all citizens of the City of Boardman to retain the highway at its present location. It is generally understood that the Commission is now considering whether the highway should be retained at its present location and widened, or whether it should be re-routed at a location approximately 1 mile south of the city limits of Boardman, or whether it should be re-routed at a location approximately 1 mile south of the city limits of Boardman.

Assuming this to be true, it is the general belief of the citizens including the undersigned that the location of the highway in this area should be retained, and this belief is thought to be in the best interests of the people of the state at large as well as those residing in Morrow County and the City of Boardman, because it is our considered opinion that to change the location of the highway as above stated would be unnecessarily expensive, would result in a more hazardous stretch of highway, would destroy much of the present scenic value, not to mention destroying the economy of the City of Boardman.

At the risk of appearing presumptuous, as we do not pretend to have technical knowledge of highway building, we would like to set forth in brief detail an explanation of our reasons for asking for the retention of the highway at its present location.

1. We believe that to change the highway to either of the two above mentioned relocations would result in a very large expenditure of funds of the State of Oregon, which could to a large extent by comparison, be avoided by improving the highway along its present right of way without the necessity of establishing and constructing a completely new grade and highway including the purchase of the necessary new right of way across the farming land which lies south of the City of Boardman. There would also be involved the necessity of building a new approach of some length to join State Highway # 730 which joins the present highway just east of the limits of Boardman. The length of the new road needed to join Highway # 730 with the relocated highway would depend upon which of the above mentioned relocations are considered. The expenditure required for such an undertaking would be an additional sum of major proportions which expenditure would not be necessary by maintaining the highway as it is presently located.

2. We believe that to change the highway to either of the two above mentioned relocations would result in a diminution of the present safety factor of the highway as it is now located. At present there are no crossroads within the area herein referred to except within the City of Boardman which is a restricted speed zone. Should the highway be relocated to either

of the proposed relocations there would then result in four important and hazardous crossroads intersecting either of the two above mentioned relocated highways. Said crossroads would be caused by the intersection of such new highway with four county roads which run south out of the City of Boardman. Said four county roads do not intersect with the highway as it is presently located.

The junction with said State Highway # 730 lies just east of the limits of Boardman, and Boardman furnishes a definite, and, as regards safety, a necessary and automatic deceleration point for cars approaching said junction. Within the knowledge of the Mayor and the Common Council of the City of Boardman there has never been a traffic fatality within the limits of the City of Boardman nor at the junction with State Highway # 730, because of the restricted speed zone and automatic deceleration point. While on the contrary there have been numerous serious automobile accidents and fatalities at the major junction points and intersections on the Eastern Oregon section of U. S. Highway # 30 where these junctions and intersections are not within a natural deceleration point nor a restricted speed area.

Should the highway be relocated, there would be no adequate first aid, nor service point nor would there be a break in driving speed for approximately fifty miles in either direction from the City of Boardman which is provided for by the present location of said highway.

3. We believe that to change the highway to either of the two above mentioned relocations would destroy much of the scenic value of said highway. The present highway runs through

irrigated farmland of careful husbandry with many shade trees and is, as has been frequently commented upon by the thousands of tourists who have stopped at or near the City of Boardman, a true oasis in a large expanse of near wasteland. Whatever farming is conducted in the area south of the City of Boardman and which either of the above mentioned relocated highways would run through, is marginal farming and is not of any scenic value or beauty.

The City of Boardman contemplates and has arranged to provide an off the highway park within the City of Boardman which would be of great value to motorists and tourists who otherwise would be required to drive the entire distance between Pendleton and The Dalles without a suitable relief, aid, or rest stop.

4. We believe that to change the highway to either of the two above mentioned relocations would result in the economic destruction of the City of Boardman. That several hundred thousand dollars worth of private property would deteriorate to almost no value. This property was developed at great expense, said property owners depending upon the present location of the highway. While the property owners had no express right to rely upon the continuous location of the highway at its present location nevertheless they were justified in beleiving that the highway would so remain in the absence of some strong reason compelling the Highway Commission to make a change. This reason is not readily apparent to the undersigned. That the intensified and irrigated farming that is conducted in the two or three miles just west of the City of Boardman and which is a part of the

community of Boardman, would be severely damaged since such farming is conducted on 40 and 80 acre farms and the new right of way for either of the proposed new relocations would interfere with the farming operation on said farms and destroy a good percentage of the productivity of said farms which depend economically upon intensified efficiency for their stability and justification.

The City of Boardman has long been an incorporated city in the State of Oregon, and as such has associated itself equally with its sister cities of the State of Oregon and desires equal recognition. It is the belief of the citizens of Boardman and its officers that serious consideration should be given to the fact that an incorporated city of this State regardless of its size and whose existence is dependent upon the highway as it is now routed should not be destroyed nor cast out of its league with the other cities of Oregon nor be denied the right to exist and govern merely because it is now dependent upon the highway in its present location, unless the decision to relocate the highway is based upon reasons greater in emergency than the emergency of existence now facing the City of Boardman, upon reasons financially greater than the total financial destruction of the property values of the citizens of Boardman and its community, and upon reasons greater than the individual financial destruction of individual citizens of the State of Oregon and those citizen's right to look to their State Government to protect their civil property rights which in fact and actuality would be taken from them should either of the proposed relocations be adopted.

That it is the belief of the citizens of the City of

that should the highway be relocated that such highway would be constructed as a freeway or a highway with controlled access, which would prevent in a large way the citizens of the City of Boardman from attempting to recoup their losses by establishing their business enterprises upon such relocated highway. That we believe therefor that not only would the property loss of the citizens of Boardman be extremely great, but that those citizens would not have the opportunity to try and regain such losses by acquiring new property upon such proposed relocated highway.

We are submitting as a part of this memorandum brief certain documents which show the true wish and desire of the citizens of the City of Boardman, the citizens of the surrounding community, and the officials of the City of Boardman and of Morrow County. These documents submitted consist of:

a. A resolution of the City of Boardman executed by the Mayor and Common Council of said city requesting and indorsing the present location of the State Highway through the City of Boardman said resolution being made on behalf of the officials and the citizens of the City of Boardman and such resolution proclaims that the City of Boardman and its officials will render all of its aid, assistance and cooperation to the State of Oregon in the enlarging, improving and widening of the State Highway in its present location.

b. A resolution of the County Court of Morrow County proclaiming its desire to have the highway through the City of Boardman retained in its present position since the County Court of Morrow County is of the opinion that the proposed relocations are not for the best interests, welfare and safety of the citizens of the City of Boardman, Morrow County and the State of Oregon, and that the proposed relocation of said

highway will create serious crossroad hazards. That the tax value of the land within said city will be seriously decreased and that the highway as routed is adequate to serve the need of the citizens of said city, county and state.

c. A petition of the property owners west of the limits of the City of Boardman owning the property lying between the limits of Boardman and "Tom's Camp" approximately 2 miles west of Boardman requesting the State Highway Commission to retain the present highway and that in the event that it is necessary to improve and widen the highway as it is presently routed that each of such property owners will cooperate to expedite the transfer of an additional 20 feet of their property to the State of Oregon for its reasonable value.

d. Executed options to purchase of all the property owners within the City of Boardman whose property would be needed if the present highway is to be widened within the City of Boardman, said options to purchase given to the City of Boardman, and therefore removing any doubt as to acquisition of the property without the need of legal recourse.

e. An agreement by certain citizens of the City of Boardman whereby they agree to underwrite the purchase of the above mentioned property needed to widen the existing right of way through the City of Boardman if said right of way will be required to be widened by the State Highway Commission and to purchase said property for the State of Oregon for the said additional right of way should the City of Boardman be unable or lack the ability to do the same. This agreement is to insure the actual acquisition of said property and the granting of it to the State of Oregon in any case and this agreement is

expressly indicative of the actual and substantial sincerety of the citizens of Boardman in this appeal.

It is therefor respectfully submitted to the State of Oregon Highway Commission that the Oregon State Highway in Morrow County Oregon referred to as U. S. Highway # 30 be retained as it is presently routed through the City of Boardman.

Respectfully submitted,

Royal B. Lands
MAYOR

Elden Shannon
COUNCILMAN

Otis Howard
COUNCILMAN

Lewis Gilliam
COUNCILMAN

R A Parker
COUNCILMAN

J C Russell
COUNCILMAN

Isaac W. Murphy
COUNCILMAN

R E S O L U T I O N

No. 10032

WHEREAS, It is the sense and determination of the Common Council of the City of Boardman that, for the peace, health, safety, and public advantage of the inhabitants of the City of Boardman, that the State of Oregon Highway in Morrow County Oregon, commonly known as U. S. Highway # 30 remain routed through the City of Boardman in its present location; and

WHEREAS, This Council has caused meetings to be called and discussions had of the citizens of the City of Boardman and the surrounding community concerning the location of said highway and said citizens have appealed to the Common Council of the City of Boardman for help in maintaining the present location of said highway; and

WHEREAS, The consideration of the relocation of said highway is of the gravest emergency to the City of Boardman and the citizens of said city which existence and whose livelihood depends upon the present location of said highway; and

WHEREAS, Hundreds of thousands of dollars of property value will be destroyed and the existence of the City of Boardman will be placed in peril; and

WHEREAS, Said highway can be enlarged, widened and improved along its present right-of-way at a far less expense and a greater saving of money than a new relocation of said highway; and

WHEREAS, The scenic value of the highway maintained in its present location will not be impaired; and

WHEREAS, The safety of the citizens of the City of Boardman and the surrounding community who of necessity are required to use said highway in their daily pursuits and the other users of said highway will be maintained and not endangered by a through freeway at or near the City of Boardman; Now Therefore,

BE IT RESOLVED by the Common Council of the City of Boardman that it is the desire of the City of Boardman that the State of Oregon Highway in Morrow County commonly known

as U. S. Highway # 30 remain located and routed through the City of Boardman in its present location;

AND BE IT FURTHER RESOLVED that the Common Council of the City of Boardman give all of its aid, assisstance and cooperation to the State of Oregon in the altering, widening, enlarging and improving of said highway as it is presently routed through the City of Boardman.

PASSED BY THE COMMON COUNCIL OF THE CITY OF BOARDMAN THIS 8 DAY OF JULY, 1950.

Yeas 6

Nays 0

Royal B. Rands
MAYOR

R. A. Parker - Recorder-Treasurer Pro Tem
ATTEST BY THE CITY RECORDER

This resolution is approved by the Mayor of the City of Boardman this 8th day of July, 1950.

Royal B. Rands.
MAYOR

State of Oregon)
) ss
County of Morrow)

We, the undersigned councilmen of the City of Boardman do hereby certify that the above resolution is true and correct and is the unanimous resolution of the Common Council of the City of Boardman.

Robert Harwood — Councilman of the City of Boardman
Darrel W. West Jr. — Councilman of the City of Boardman
Isaac W. Murphy — Councilman of the City of Boardman
R. A. Parker — Councilman of the City of Boardman
Elton Shannon — Councilman of the City of Boardman
L. E. Russell — Councilman of the City of Boardman

IN THE MATTER OF THE LOCATION OF OREGON STATE HIGHWAY (U.S. HIGHWAY # 30) IN AND NEAR BOARDMAN OREGON.

BRIEF IN SUPPORT OF RETAINING SAID HIGHWAY AT ITS PRESENT LOCATION.

It has come to the attention of the citizens of the City of Boardman that the Oregon State Highway Commission is at present considering making a change in the location of the State Highway in Morrow County Oregon commonly referred to as U. S. Highway # 30 in and near the City of Boardman. Public meetings of the citizenry have been held to discuss the matter and it is the concensus of the undersigned that it is the unanimous desire of all citizens of the City of Boardman to retain the highway at its present location. It is generally understood that the Commission is now considering whether the highway should be retained at its present location and widened, or whether it should be re-routed at a location approximately ½ mile south of the city limits of Boardman, or whether it should be re-routed at a location approximately 1 mile south of the city limits of Boardman.

Assuming this to be true, it is the general belief of the citizens including the undersigned that the location of the highway in this area should be retained, and this belief is thought to be in the best interests of the people of the state at large as well as those residing in Morrow County and the City of Boardman, because it is our considered opinion that to change the location of the highway as above stated would be unnecessarily expensive, would result in a more hazardous stretch of highway, would destroy much of the present scenic value, not to mention destroying the economy of the City of Boardman.

At the risk of appearing presumptuous, as we do not pretend to have technical knowledge of highway building, we would like to set forth in brief detail an explanation of our reasons for asking for the retention of the highway at its present location.

1. We believe that to change the highway to either of the two above mentioned relocations would result in a very large expenditure of funds of the State of Oregon, which could to a large extent by comparison, be avoided by improving the highway along its present right of way without the necessity of establishing and constructing a completely new grade and highway including the purchase of the necessary new right of way across the farming land which lies south of the City of Boardman. There would also be involved the necessity of building a new approach of some length to join State Highway # 730 which joins the present highway just east of the limits of Boardman. The length of the new road needed to join Highway # 730 with the relocated highway would depend upon which of the above mentioned relocations are considered. The expenditure required for such an undertaking would be an additional sum of major proportions which expenditure would not be necessary by maintaining the highway as it is presently located.

2. We believe that to change the highway to either of the two above mentioned relocations would result in a diminution of the present safety factor of the highway as it is now located. At present there are no crossroads within the area herein referred to except within the City of Boardman which is a restricted speed zone. Should the highway be relocated to either

of the proposed relocations there would then result in four important and hazardous crossroads intersecting either of the two above mentioned relocated highways. Said crossroads would be caused by the intersection of such new highway with four county roads which run south out of the City of Boardman. Said four county roads do not intersect with the highway as it is presently located.

The junction with said State Highway # 730 lies just east of the limits of Boardman, and Boardman furnishes a definite, and, as regards safety, a necessary and automatic deceleration point for cars approaching said junction. Within the knowledge of the Mayor and the Common Council of the City of Boardman there has never been a traffic fatality within the limits of the City of Boardman nor at the junction with State Highway # 730, because of the restricted speed zone and automatic deceleration point. While on the contrary there have been numerous serious automobile accidents and fatalities at the major junction points and intersections on the Eastern Oregon section of U. S. Highway # 30 where these junctions and intersections are not within a natural deceleration point nor a restricted speed area.

Should the highway be relocated, there would be no adequate first aid, nor service point nor would there be a break in driving speed for approximately fifty miles in either direction from the City of Boardman which is provided for by the present location of said highway.

3. We believe that to change the highway to either of the two above mentioned relocations would destroy much of the scenic value of said highway. The present highway runs through

irrigated farmland of careful husbandry with many shade trees and is, as has been frequently commented upon by the thousands of tourists who have stopped at or near the City of Boardman, a true oasis in a large expanse of near wasteland. Whatever farming is conducted in the area south of the City of Boardman and which either of the above mentioned relocated highways would run through, is marginal farming and is not of any scenic value or beauty.

The City of Boardman contemplates and has arranged to provide an off the highway park within the City of Boardman which would be of great value to motorists and tourists who otherwise would be required to drive the entire distance between Pendleton and The Dalles without a suitable relief, aid, or rest stop.

4. We believe that to change the highway to either of the two above mentioned relocations would result in the economic destruction of the City of Boardman. That several hundred thousand dollars worth of private property would deteriorate to almost no value. This property was developed at great expense, said property owners depending upon the present location of the highway. While the property owners had no express right to rely upon the continuous location of the highway at its present location nevertheless they were justified in beleiving that the highway would so remain in the absence of some strong reason compelling the Highway Commission to make a change. This reason is not readily apparent to the undersigned. That the intensified and irrigated farming that is conducted in the two or three miles just west of the City of Boardman and which is a part of the

community of Boardman, would be severely damaged since such farming is conducted on 40 and 80 acre farms and the new right of way for either of the proposed new relocations would interfere with the farming operation on said farms and destroy a good percentage of the productivity of said farms which depend economically upon intensified efficiency for their stability and justification.

The City of Boardman has long been an incorporated city in the State of Oregon, and as such has associated itself equally with its sister cities of the State of Oregon and desires equal recognition. It is the belief of the citizens of Boardman and its officers that serious consideration should be given to the fact that an incorporated city of this State regardless of its size and whose existence is dependent upon the highway as it is now routed should not be destroyed nor cast out of its league with the other cities of Oregon nor be denied the right to exist and govern merely because it is now dependent upon the highway in its present location, unless the decision to relocate the highway is based upon reasons greater in emergency than the emergency of existence now facing the City of Boardman, upon reasons financially greater than the total financial destruction of the property values of the citizens of Boardman and its community, and upon reasons greater than the individual financial destruction of individual citizens of the State of Oregon and those citizen's right to look to their State Government to protect their civil property rights which in fact and actuality would be taken from them should either of the proposed relocations be adopted.

That it is the belief of the citizens of the City of

Boardman that should the highway be relocated that such highway would be constructed as a freeway or a highway with controlled access, which would prevent in a large way the citizens of the City of Boardman from attempting to recoup their losses by establishing their business enterprises upon such relocated highway. That we believe therefor that not only would the property loss of the citizens of Boardman be extremely great, but that those citizens would not have the opportunity to try and regain such losses by acquiring new property upon such proposed relocated highway.

We are submitting as a part of this memorandum brief certain documents which show the true wish and desire of the citizens of the City of Boardman, the citizens of the surrounding community, and the officials of the City of Boardman and of Morrow County. These documents submitted consist of:

a. A resolution of the City of Boardman executed by the Mayor and Common Council of said city requesting and indorsing the present location of the State highway through the City of Boardman said resolution being made on behalf of the officials and the citizens of the City of Boardman and such resolution proclaims that the City of Boardman and its officials will render all of its aid, assistance and cooperation to the State of Oregon in the enlarging, improving and widening of the State Highway in its present location.

b. A resolution of the County Court of Morrow County proclaiming its desire to have the highway through the City of Boardman retained in its present position since the County Court of Morrow County is of the opinion that the proposed relocations are not for the best interests, welfare and safety of the citizens of the City of Boardman, Morrow County and the State of Oregon, and that the proposed relocation of said

highway will create serious crossroad hazards. That the tax value of the land within said city will be seriously decreased and that the highway as routed is adequate to serve the need of the citizens of said city, county and state.

c. A petition of the property owners west of the limits of the City of Boardman owning the property lying between the limits of Boardman and "Tom's Camp" approximately 2 miles west of Boardman requesting the State Highway Commission to retain the present highway and that in the event that it is necessary to improve and widen the highway as it is presently routed that each of such property owners will cooperate to expedite the transfer of an additional 20 feet of their property to the State of Oregon for its reasonable value.

d. Executed options to purchase of all the property owners within the City of Boardman whose property would be needed if the present highway is to be widened within the City of Boardman, said options to purchase given to the City of Boardman, and therefore removing any doubt as to acquisition of the property without the need of legal recourse.

e. An agreement by certain citizens of the City of Boardman whereby they agree to underwrite the purchase of the above mentioned property needed to widen the existing right of way through the City of Boardman if said right of way will be required to be widened by the State Highway Commission and to purchase said property for the State of Oregon for the said additional right of way should the City of Boardman be unable or lack the ability to do the same. This agreement is to insure the actual acquisition of said property and the granting of it to the State of Oregon in any case and this agreement is

expressly indicative of the actual and substantial sincerety of the citizens of Boardman in this appeal.

It is therefor respectfully submitted to the State of Oregon Highway Commission that the Oregon State Highway in Morrow County Oregon referred to as U. S. Highway # 30 be retained as it is presently routed through the City of Boardman.

Respectfully submitted,

Loyal B. Hawks
MAYOR

Elden Shannon
COUNCILMAN

Pete J. Raymond
COUNCILMAN

Louis W. Wolfe
COUNCILMAN

R. A. Parker
COUNCILMAN

L. O. Russell
COUNCILMAN

Isaac A. Murphy
COUNCILMAN

RECEIVED
JUL 11 1950
FOR FILING

F-4-3-0
3445

July 6, 1950

Oregon State Highway Commission

Gentlemen:

We have completed our investigation of the various routes for the relocation of US30 between Heppner Junction and Boardman. There are three lines in the vicinity of Boardman which should be considered. For the first 0.25 miles east of Heppner Junction, the locations are common. I am attaching a sketch map on which are indicated the length and cost of each location, so that you may follow.

We will first consider the green line, which occupies the existing highway location for 2.5 miles. The estimate of cost from Heppner Junction to a junction with the present US30 east of Boardman is $910,000. This is the least costly of the routes; however, the line offers no freeway characteristics through the 2.5-mile section where it is common with the present road. It is not above the 1894 flood elevation and in places, in fact, is not above the 1948 flood. Moreover, the reconstruction of this line would seriously interfere with traffic.

The second route, or the blue line, passes 150 feet south of the platted city limits of Boardman and connects with the improved US30 one mile east of Boardman. This route would cost $977,000. This route permits the acquisition of limited access throughout. It is above the 1894 flood waters and construction will not cause any conflict with traffic on the existing highway. This route, however, is not above the level of the proposed John Day dam for a distance of approximately 4.5 miles, in accord with present data on the proposed dam elevation.

The third route, or red line, is on high ground approximately a mile south of Boardman and connects with the improved US30 approximately 2.5 miles east of Boardman. The cost of this line would be $1,107,000, or approximately $129,000 more than the blue line and $197,000 more than the green line. This line affords freeway characteristics and is above both the 1894 flood elevation and the present plan of the water level of the proposed John Day Dam. However, if this line were built, there is no assurance that it would not need reconstruction when the dam is built because no certain data are available about the dam and because no definite plans are known about the

railroad relocation. It is evident that the railroad relocation will need to start several miles west of Boardman in order to secure a suitable gradient, and there is a definite possibility that revisions will need to be made in the highway even if built now to this high elevation. Moreover, there are many who believe that the final decision on the John Day Dam will be to build to a lower elevation, and, if this develops, the blue line would suffice.

It is my recommendation that approval be given to the selection of the so-called "blue line" location, which is immediately south of the city limits of Boardman, at the estimated cost of $976,000. While this line would cost $68,000 more than the line which passes through the town of Boardman, it is above the natural floodwaters, affords limited access control, and can be built without interference with traffic. It appears to be the most feasible location at this time and, if the dam is built at some later date in a manner that will necessitate the relocation of the road, relocation will necessarily become part of the expense of the Federal Government. Since no approved plans are available, it would not appear feasible now to attempt to locate a road above the dam, free of any possible railroad encroachments, at greater costs.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me RHB:hi
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

FILING

FORM E-30 25M 1-50 37535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1950

SUBJECT: Right of Way Estimate
Heppner Jct.-Boardman Section
Columbia River Highway

To:

Mr. H. G. Smith
Construction Engineer

O F F I C E

NOTED
W. C WILLIAMS

Dear Mr. Smith:

At your request we have made right of way estimates of three proposed routes on the above section and report as follows:

"L" Line: . . . . . $ 127,500.00

"L2" Line: . . . . . $ 133,000.00

"L4" Line: . . . . . $ 115,000.00

Very truly yours,

J. M. DEVERS

By R. L. Porter

R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

(In duplicate)

Mc Credie

Thanksgiving Island

19

20

Alder Creek

Thanksgiving Island

20

160

CO.

CO.

KLICKITAT
BENTON

S P & S R.R.

Carley

13

9

W A S H I N G

	Green Line	Blue L.
Length of Highway	14.47 Mi.	15.61
Connections	0.46 "	0.96
Total	14.93 "	16.57
Construction Cost	772,500	863,00
Right-of-Way	127,500	115,00
Total	$910,000	$975,0

Canoe Encampment Rapi

9

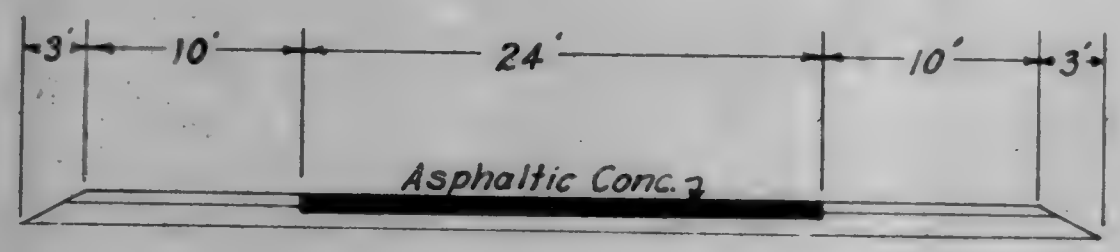
W A S H I N G

	Green Line	Blue Lin
Length of Highway	14.47 Mi.	15.61 M
Connections	0.46 "	0.96 "
Total	14.93 "	16.57 "
Construction Cost	772,500	863,000
Right-of-Way	127,500	115,000
Total	$910,000	$978,000

Canoe Encampment Rapid

II I N G T O N

	Green Line	Blue Line	Red Line
way	14.47 Mi.	15.61 Mi.	17.14 Mi.
	0.46 "	0.96 "	1.60 "
	14.93 "	16.57 "	15.74 "
ost	772,500	863,000	974,000
	127,500	115,000	133,000
	$910,000	$978,000	$1,107,000



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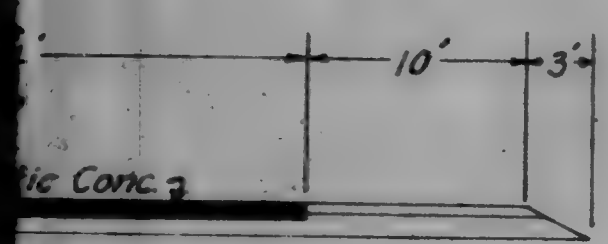

SECTION

LALOCK

ISLAND

Pal

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I S L A N D

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O.W.R.&N. (HEPPNER BRANCH)

Willow Creek

GILLIAM

MORROW CO.

CO.

588+50±

613+98±

Heppner Junc.

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19

QUARRY SITE
U.S. GOVT
I.R. - 532

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33

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Three Mile Canyon

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S

QUARRY SITE
U.S.GOV.
I.R.-1-536

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Three Mile Canyon

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T. 4 N.

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Six Mile Canyon

163

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47 921+23.91

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23

Canyon

24

74 921+23.91

19

Six Mile

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Boardman Flight Strip

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Canoe Encampment Rapids

Castle Rock

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17

165

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169

20 Flight Strip

Boardman

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pment Rapids

COLUMBIA

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Boardman

GRAVEL PIT
S.H. Boardman
IR-2-E 35B

QUARRY
IR-2-E 35B

24 E.

25 E.

BLALOCK

Messner

Coyote

Boardman

BOARDMAN - STANFIELD HIGHWA

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L3 1504+71.36

L5 1436+15.55
Bgtoo. 64 Ah

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U.S. GOVT.
R-2-1125

QUARRY
1R-2-1125

GRAVEL PIT
U.S. GOVT.
R-2-1125

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S.P.S. MORROW CO. R-1-1/15

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Coyote

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L3 1504+71.36

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T.

ROMAN - STANFIELD HIGHWAY

Coyote

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T. 5 N. R. 26 E.

T. 4 N. R. 26 E.

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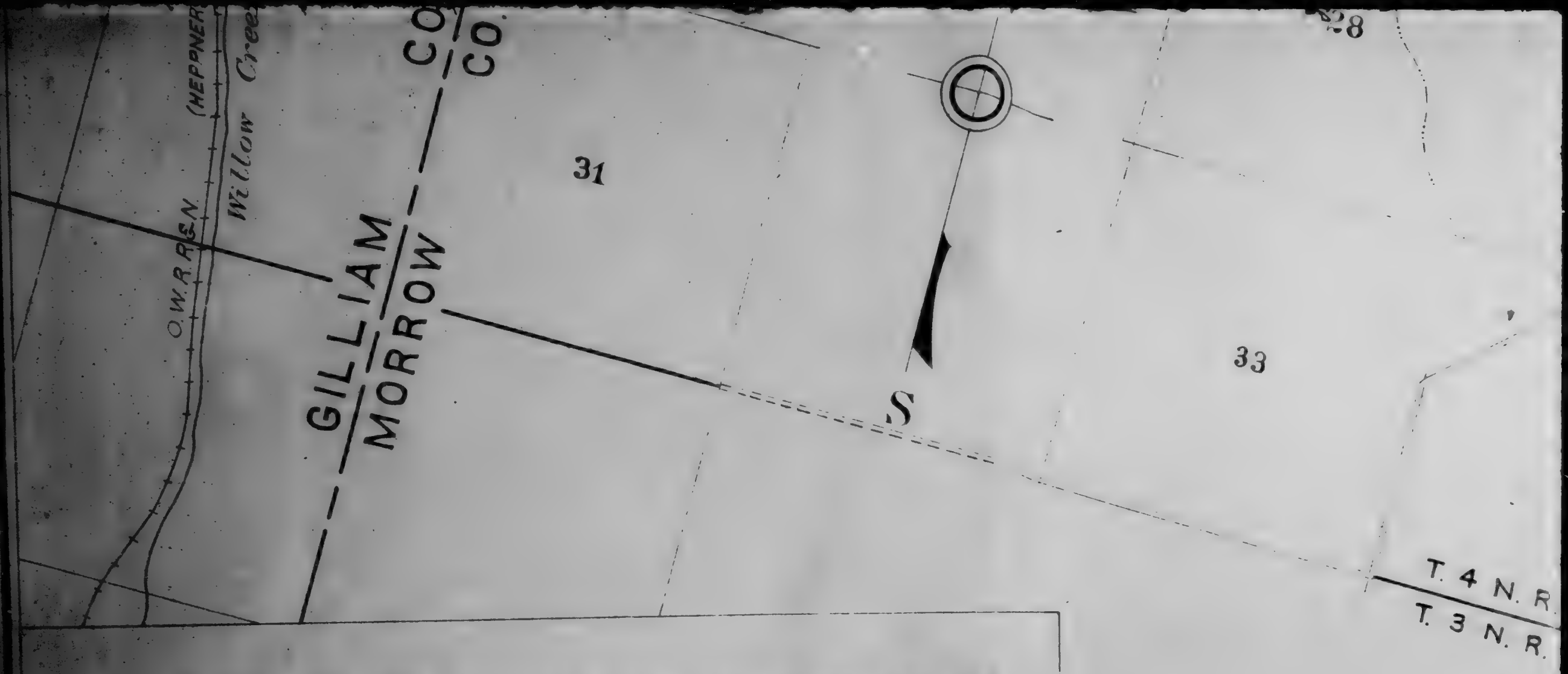
S.P.S. Mojave Co R-1-115

HIGHWAY

Coyote Spring



OREGON STATE HIGHWAY DEPARTMENT

COLUMBIA RIVER HIGHWAY

THROUGH MORROW COUNTY

Scale 1 in = 2000 ft.

Herbert Nunn State Highway Engineer

DRG. No. 1B3-11

27

26

Six Mile

25

19

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Boardman

Flight Str

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Boardman 20 Flight Strip

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Messner

Boardman

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T.4 N. R. 24 E.

T.4 N. R. 25 E.

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GRAVEL PIT
S.H. Boardman
I.R.-1365

QUARRY
I.R.-2388

L.S. 14364 15.55
89+00. 64 Ah.

Coyote

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L 3 1504+71.36

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GRAVEL PIT
U.S. GOVT.
I.D. 2-1520

GRAVEL SOURCE
U.S. GOVT.
I.D. 2-1125

BOARDMAN - STANFIELD HIGHWAY

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16

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Coyote Spring

7

11

13

22

23

176

175

1

6

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33

T. 5 N. R. 26 E.

T. 4 N. R. 26 E.

4

12

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8

9

13

HIGHWAY

Coyote Spring

To Stanfield

RECEIVED
FOR FILING

F-145(4)

344

April 5, 1950

William L. Mick
Attorney at Law
Rooms 19 and 20
Vogt Block
The Dalles, Oregon

Dear Mr. Mick:

This acknowledges your letter of April 3, with reference to a proposed rerouting of the Columbia River Highway in the vicinity of Boardman, and the resolution from the Boardman City Council stating its willingness to cooperate with the State Highway Commission in acquiring rights of way, and construction of curbs, for the betterment of the highway through their town.

The matter of rerouting the highway at this place has not, as yet, been formally presented to the Commission, although I believe some studies have been made by the State Highway Engineer, Mr. H. H. Baldock. I am referring your letter to Mr. Baldock, who I am sure will give you the information you seek.

The Highway Commission will be pleased to grant the people of Boardman an opportunity to express their views on the subject at any of its regular meetings, and I will be glad to reserve time for their convenience, if advised when they desire to be heard.

As requested, I am handing to our Construction Engineer, Mr. H. G. Smith, a copy of the City Council's resolution.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

WHW:te

cc - Commissioners
H. H. Baldock
H. G. Williams

WILLIAM G. DICK
ROGER L. DICK

DICK & DICK
ATTORNEYS-AT-LAW
ROOMS 19 AND 20 Vogt BLOCK
TELEPHONE 3639
THE DALLES, OREGON

April 3, 1950

Mr. H. B. Glaisyer,
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I am writing on behalf of the mayor and council of the Town of Boardman, Oregon. You will find enclosed a resolution which the mayor asked me to forward to you. He requests that this resolution be shown to Mr. H. B. Smith of the highway department.

The mayor of Boardman also informs me that the highway commission is considering the advisability of moving the highway in the vicinity of Boardman from its present location. As you undoubtedly know, the citizens of the Boardman are opposed to this move and would like to have an opportunity to be heard when the proposal for such a move is again presented to the highway commission. Consequently, I have been asked to obtain from you information as to when the matter will be taken up by the highway commission, and would also appreciate obtaining from you such facts as you are willing to give me concerning such proposed change.

Yours truly,

William G. Dick

WGD:met
enc.

ACKNOWLEDGED
H. B. GLAISYER

DICK & DICK
Attorneys at Law
Rooms 19 & 20 Vogt Block

William G. Dick

Roger L. Dick

The Dalles, Oregon

April 3, 1950

Mr. H. B. Claisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Claisyer:

I am writing on behalf of the Mayor and council of the Town of Boardman, Oregon. You will find enclosed a resolution which the mayor asked me to forward to you. He requests that this resolution be shown to Mr. H. G. Smith of the highway department.

The mayor of Boardman also informs me that the highway commission is considering the advisability of moving the highway in the vicinity of Boardman from its present location. As you undoubtedly know, the citizens of the Boardman are opposed to this move and would like to have an opportunity to be heard when the proposal for such a move is again presented to the highway commission. Consequently, I have been asked to obtain from you information as to when the matter will be taken up by the highway commission, and would also appreciate obtaining from you such facts as you are willing to give me concerning such proposed chan e.

Yours truly,

/s/ William G. Dick

CITY OF BOARDMAN
Morrow County
Oregon

March 6, 1950

At the regular meeting of the Common Council of the City of Boardman, Morrow County, State of Oregon, the following resolution was passed:

Be it resolved, the Common Council of the City of Boardman, Morrow County, State of Oregon, will co-operate with the State Highway Commission in any way in requiring right aways and curbs through the City of Boardman, and in any other way the Commission sees fit.

(S E A L)

Daisy E. Gillespie
Recorder

/s/ Royal B. Rands
Mayor

CITY OF BOARDMAN

MORROW COUNTY
OREGON

March 6, 1950.

At the regular meeting of the Common Council of the City of Boardman, Morrow County, State of Oregon, the following resolution was passed:

Be it resolved, the Common Council of the City of Boardman, Morrow County, State of Oregon, will co-operate with the State Highway Commission in any way in requiring right aways and curbs through the City of Boardman, and in any other way the Commission sees fit.

Royal B. Hands.
Mayor

Daisy E. Gillespie
Recorder

S-100(1) Goose Lake Sec., Cottonwood Cr. & West Side Co. Rds. 1950

#3449

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Feb. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3449	8-final	F. L. Somers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2289	B-33962	$ 3,043.65	2/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: None

Completion Date: Aug. 22, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-18-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

February 5, 1952

Continental Casualty Co.
310 South Michigan Ave.
Chicago 4, Illinois

Gentlemen:

State highway contract No. 3449 for work performed on the Goose Lake Section of the Cottonwood Creek and West Side County Roads in Lake County was completed by the contractor, F. L. Somers, on August 22 and was formally accepted by the Highway Commission on December 20, 1951.

Final payment in the amount of $3,043.65 will be made to the contractor on or after February 15, 1952. The total contract amount is $88,922.44, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
2-5-52

VED
1952
FOR FILING

January 10, 1952

Goose Lake Section
Contract #3449

FINAL COST ANALYSIS

Cottonwood Cr. & West Side County Rd.
Prefix S-100 (1) S-101 (1) - 219-1013

F. L. Somers, Contractor
V. E. Graue, Resident Engineer

NOTED

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing			$	$	$ 893.54	$ 2,500.00
Struct. Exc. Unclass.	699.1	Cu. Yds.	2.055	3.00	1,474.35	2,097.30
Trench Exc., Unclass.	187	" "	1.52	1.00	283.36	187.00
Gen. Exc., Unclass.	52,429.2	" "	0.25	0.26	13,042.35	13,631.59
Short Overhaul	165,999.8	Yd. Sta.	0.01	0.01	1,660.00	1,660.00
Long Overhaul	6728.9	" "	0.50	0.50	3,364.45	3,364.45
Fin. R/B & Slopes	5.58	Miles	304.93	300.00	1,701.53	1,674.00
18" Corr. Metal Pipe	1,298	Lin. Ft.	4.01	4.00	5,198.90	5,192.00
24" Corr. Metal Pipe	224	" "	6.14	6.00	1,375.94	1,344.00
30" Corr. Metal Pipe	62	" "	7.52	7.00	465.97	434.00
36" Corr. Metal Pipe	158	" "	11.27	12.00	1,780.77	1,896.00
60" Corr. Metal Pipe	66	" "	21.23	25.00	1,401.55	1,650.00
72" Corr. Metal Pipe	244	" "	32.41	30.00	7,908.07	7,320.00
24" Corr. Metal Biphon P.	160	" "	8.11	9.00	1,297.35	1,440.00
36" Corr. Metal Siphon P.	80	" "	14.18	14.00	1,134.79	1,120.00
6" Perf. Metal Drain Pipe	50	" "	2.42	2.00	121.17	100.00
Salvaging Culv. Pipe	319	" "	2.10	3.00	669.40	957.00
3/8"-0 Backfill in Drains	3	Cu. Yds.	4.37	5.00	13.12	15.00
Conc. End Basins	14.553	" "	67.06	100.00	975.96	1,455.30
Talus Rock in Base	19,082	" "	1.17	1.50	22,289.57	28,623.00
Gravel in Surfacing	5,800	" "	1.12	1.60	6,484.42	9,280.00
Sprinkling	1,320.9	M/Gals.	1.78	2.00	2,353.77	2,641.80
P.A.#1 48" Grf. Met. P.	20	Lin. Ft.	16.33	17.00	326.65	340.00
					$76,216.98	$88,922.44

Gross Revenue	$88,922.44
Total Cost	76,216.98
Net Profit	$12,705.46

Net Profit Equals 14.2% of Gross Revenue

Goose Lake Section
Contract #3449

Detail of Cost

Labor:

Labor & Supervision				$24,268.00	
Labor Insurance				1,407.32	
					$25,675.32

Materials:

18" Corr. Metal Pipe	1,298	Ft.	at $ 2.90	$ 3,764.20	
18" Bands	32	"	" 4.31	137.92	
24" Corr. Metal Pipe	224	"	" 4.67	1,046.08	
24" Bands	6		" 5.36	32.16	
30" Corr. Metal Pipe	62	"	" 5.68	352.16	
30" Bands	2		" 6.64	13.28	
36" Corr. Metal Pipe	158	"	" 8.88	1,403.04	
36" Bands	3		" 8.71	26.13	
60" Corr. Metal Pipe	66	"	" 16.82	1,110.12	
60" Bands	2		" 34.98	69.96	
72" Corr. Metal Pipe	244	"	" 27.07	6,605.09	
72" Bands	5		" 42.53	212.65	
24" Corr. Metal Siphon P.	160	"	" 6.28	1,004.80	
24" Bands	6		" 6.42	38.52	
36" Corr. Metal Siphon P.	80	"	" 11.42	913.60	
36" Ba nds	3		" 10.15	30.45	
6" Pref. Metal Drain P.	50	"	" 1.49	74.50	
6" Bands	2		" 2.32	4.64	
48" Corr. Metal Pipe	20	"	" 11.72	234.40	
48" Bands	1		" 10.22	10.22	
3/8"-0 Crushed Mat.				12.00	
Ready Mix Concrete				291.06	
					$17,336.98

Equipment Rentals & Misc. Expense:

Equipment Rentals (Owned)	$18,236.65	
Equipment Rentals (Hired)	250.00	
Hired Trucks (Without operators)	3,157.22	
Gas, Oil & Grease	5,991.39	
Lumber	297.47	
P.L. & P.D. Insurance	594.35	
PUC Fees	119.67	
Small Tools & Misc. Supplies	1,076.80	
Bond	670.38	
Home Office & General Overhead	2,760.75	
		$33,154.68

Total Cost $76,216.98

Goose Lake Section
Contract #3449

Remarks:

This was a "Federal Aid Secondary Project" calling for construction of 5.58 miles of highway roadbed, construction of 5.58 miles of pitrun talus in base and construction of 5.58 miles of pitrun gravel surfacing. This contract was bid and awarded December 20, 1950, work started April 3, 1951, and completed August 22, 1951.

All general excavation was taken out with 2-E9 tournapulls, with the exception of 9,600 cubic yards, which was borrow. The borrow material was loaded with 3/4 cubic yard shovel and hauled with 6 cubic yard trucks, and paid for under general excavation.

The contractor being unable to get pipe from Bortland was forced to buy pipe from San Francisco f.o.b., Klamath Falls. The contractor then hauled the pipe from Klamath Falls to Lakeview, which was an additional cost. Most of the pipe items show a loss.

The contractor moved a 3/4 cubic yard shovel into talus pit located at mile point 83.9 on the Klamath Falls Lakeview Highway. All talus material was hauled in 9-6 cubic yard trucks (6 contractor's and 3 hired trucks). The average haul on talus was 8½ miles. The talus material was handled on the road with one blade and one roller.

The contractor moved a 3/4 cubic yard shovel into gravel pit located 3 miles north of mile point 89.02 on the Klamath Falls-Lakeview Highway. All gravel surfacing material was hauled in 8-6 cubic yard trucks (5 contractor's and 3 rented trucks) good production was made on talus rock in base and gravel in surfacing. A good profit was realized on these items.

This project with good supervision and good bid prices shows a nice profit.

E. H. Clymer
Cost Analyst

By . . . K. T. Wechter

RECEIVED
DEC 18 1951
FOR FILING

December 18, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to F. L. Somers in connection with contract No. 3449, for grading and surfacing on the Goose Lake Section of the Cottonwood Creek and West Side County Roads in Lake County.

This payment, in the amount of $3,854.06, will be released to the contractor on or after December 28, 1951. The retained percentage is $2,656.05.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland, Oregon

NOTED ON CARD
12-18-51, gl

RECEIVED
FOR FILING

Indexed
Alphabetically
Stoner, Herbert

Oct. 25 '51
Lakeview, Ore.

R. H. Baldock
State Highway Engineer

Dear Sir,

I wish to thank you for your action relative to our West Side Goose Lake Road. Our county court had said they were not permitted to add gravel to the surface but since you have cleared this up there is no reason it can not be improved until such time when it can be finished with Black Top.

Thank you very much.

Yours Truly
Herbert Stoner
Rt. 6 Lakeview
Ore.

cc County Court of Lake County

October 22, 1951

Mr. Herbert Stover
Route 6
Lakeview, Oregon

Dear Sir:

Upon receipt of your letter of September 24 relative to the condition of the West Side Goose Lake Road, recently surfaced by F. L. Somers, we made an in-the-field investigation. We did find the road in poor condition for travel, due to the loose pit run gravel surfacing. We are sorry that this condition exists, but it is a condition that cannot be materially improved until such time as there are sufficient funds to construct an oiled surfacing. This road is being constructed in what is known as stage construction, in that such grading and gravel surfacing have been performed as existing funds would permit. When more funds are available, further improvements may be made.

Although this contract was let and supervised by the State Highway Commission, the road is still a county road and the maintenance is an obligation of Lake County's. It is possible that the County may be able to add some fine materials to the gravel surfacing, which, aided by the fall moisture, may permit the road to be maintained in a better shape than as of recent days.

I am not in a position at this time to advise when additional funds might be available for the oil surfacing of this road.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc County Court of Lake County

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3rd, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to the letter of Herbert Stover, Route 6, Lakeview, concerning Contract #3449, Goose Lake Section.

The terrain through which this road passes is a very low wet section adjacent to the shore of the old Goose Lake. It is subject to severe frost action, and, therefore, stability was one of the major points in reconstructing the road. The base was constructed of heavy talus obtained adjacent to the Klamath Falls-Lakeview Highway at M.P. 83.9. The gravel was obtained from a pit which had been used by the County on some of the county roads.

I inspected the project about two weeks ago with Swift, who advised that when Somers completed the job it was compacted and in ordinary travel condition for a road built from pit run surfacing, but at the present time the south end of the project has loosened up and is very rough and unsatisfactory. The north half of the project is in as good a shape as could be expected.

I feel that we cannot force the public to accept unoiled jobs, and that it is a mistake to design them without oiling in mind. I am informed there is continual agitation for oiling on the unoiled jobs we have constructed, particularly the job west of Condon leading to Cottonwood Canyon.

I feel that the Goose Lake job should be carried through the winter more or less in its present condition in order to get the advantage of wet weather compaction and be sure that it is sufficiently stabilized against frost action. After that, I feel the job should be oiled, as, I believe, the community has sufficiently developed to warrant an oiled road.

Mr. Swift has suggested that the County put a light spread of fine bank gravel over the south end of the project, which is available in that locality, to assist in maintaining it this winter. We did not get to see the County Judge, but he promised to endeavor to arrange it.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

VED
FOR FILING

Salem, Oregon
October 2, 1951

Mr. H. G. Smith

Will you please obtain from Mr. Chandler the information necessary to reply to the attached letter. I gather from facts set forth in the letter that half the road was completed with gravel surfacing and that it was not maintained by the County and became rutted to the extent that traffic was very difficult.

It is realized that a gravel road is difficult to maintain in a dry area, but the county agreed to the surfacing with the understanding that at some later date the road might be oiled. The oiling is not in the next year's program, so the road will have to be maintained as a gravel road.

Please have Mr. Chandler advise whether there was any fault in the construction or whether the present unsatisfactory condition is lack of maintenance by the County.

W. C. Williams

WCW:me

Encl.

Sept. 24 1951
Lakeview, Ore.

Ore. State Highway Dept.
R. H. Balcolock
Dear. Sir,

NOTED
W. C. WILLIAMS

In reply to a letter written to Gov. Douglas McKay, Aug. 31, 1951 in reply to one from West Side Farm Center, Lakeview Ore.

The road graded by F. L. Somers is what we were talking about. We know the county roads are not good. That is why we wanted an improved, farm to market road. While Somers was putting on the base rock most of the road was impassible. The pit gravel helped a little and the day it was completed and rolled it was not too bad. But in a few weeks it became so bad, even the log trucks quit using it. You ought to see it now. It is so much worse than the county roads that we all detour it if we can.

Don't tell us again we don't know what we are talking about. We live here.

Yours Truly
Herbert Stover
Rt. 6, Lakeview, Ore.

RECEIVED
SEP 20 1951
FOR FILING

September 19, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to release to F. L. Somers a portion of the funds heretofore retained by the Commission in connection with contract No. 3449, for grading and surfacing on the Goose Lake Section of the Cottonwood Creek and West Side County Roads in Lake County.

This payment, which is in the amount of $17,365.23, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,536.85. The present payment will be released on or after September 29, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland, Oregon

NOTED ON BOND

RECEIVED
FOR FILING

Indexed
Alphabetically
Johnson, Raymond, Bus.

August 31, 1951

Honorable Douglas McKay
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor McKay:

Reference is to the letter dated August 10 from Raymond Johnson, President of the Westside Farm Bureau Center, Lakeview, Oregon, relative to the condition of the road locally known as the "West Side" in Goose Lake Valley, Lake County, which you acknowledged under date of August 24, with a copy to my attention.

The road mentioned by Mr. Johnson is a county road connecting the community of Westside with the Klamath Falls-Lakeview Highway, ORE66, under the jurisdiction of the Lake County Court. It is not on the state highway system. It is, however, on the federal-aid secondary highway system, designated by the Bureau of Public Roads as federal secondary highways Nos. 407 and 408, being composed of two units.

The federal secondary highway system is composed of both county roads, under the jurisdiction of the County, and secondary state highways, under the jurisdiction of the Highway Commission.

Since the Federal Highway Act requires the expenditure of a portion of federal funds on the secondary highway systems, the Highway Commission awarded a contract to F. L. Somers for the improvement of 5.58 miles of this county road at a cost of $89,384.00. This contract consisted of grading, placing of talus rock base, and constructing a pit run gravel surfacing. All work on the contract was completed on August 22, with a final joint inspection by our Assistant Division Engineer and one representing the Bureau of Public Roads.

Since Mr. Johnson's letter was dated August 10, I would like to advise that all grading was completed and the talus base construction was started June 22 and completed July 20. The pit run gravel surfacing was

started on July 20 and completed on August 16. Between the inclusive dates, June 22 and August 16, the road was in very good condition throughout the project.

The final inspection of our Assistant Division Engineer reveals that two miles of this county road not included in the construction project, but which connects the construction project with ORE66, was also in very good shape, since the contractor in hauling over that section performed all the maintenance.

The county road south of the construction project was found to be in very poor condition, being rough and corrugated. No doubt this is the basis of the complaint, which should be registered with the Lake County Court.

Very truly yours,

R. H. Baldock
State Highway Engineer

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

August 24, 1951

Mr. Raymond Johnson, President
Westside Farm Bureau Center
Lakeview, Oregon

Dear Mr. Johnson:

Your letter of August 10th, postmarked August 22nd, has just been received. I mention the postmark date as I note you asked for immediate attention to the road situation that concerns the members of your organization. Possibly there has been some delay in the mails between Lakeview and Salem.

COPY

I am asking for a report on the road conditions on the "East Side" in Goose Lake Valley. You will hear difect either from the State Highway Engineer, Mr. R. H. Baldock, or from me when the report is available.

I am concerned, of course, in your report that the harvesting of your crops will be hindered by the lack of suitable roads to take them to market.

Thank you for bringing this matter to my attention.

Sincerely yours,

DM:AP

Governor

Lakeview, Oregon
August 10, 1951

Honorable Douglas McKay, Governor
Salem, Oregon.

Dear Governor:

The undersigned farm Organizations in Lake County, Oregon, wishes to call your attention to a situation which has become unbearable to the residents of what is known as the "West Side" in Goose Lake Valley, in Lake County, Oregon.

For many years we have attempted to obtain a decent market road from our several farms to the rail-head at Lakeview, Oregon. Several years ago we were promised a farm to market road in the nature of a secondary high way constructed under the State Highway Commission's program. Much time was spent in surveys and re-surveys, and finally early last construction work was started on a portion of this road. Since that time we have suffered many inconveniences by way of impassable roads and detours in the construction of this road. The material has been inadequate and in our opinion not sufficient to provide a road which will be serviceable. We have suffered the inconveince of this construction, without complaint, during the early spring and summer months, but now we are faced immediately with marketing our crops.

The road today is practically impassable, and no-one seems interested in performing any services which will make it possible for us to market our crops, and we are at a complete loss to undders and the attitude of the people in charge.

We appeal to you to take whatever action is necessary to obtain for us, a passible road this fall, for the marketing of our crops, and to further obtain for us, road that can be used by us after the fall storms come.

We would like an investigation and have a hearing on this case. If the fault is in our county we want to know it. Can you send a man down?

We would greatly appreciate an early reply from you, outlining what has been done to accomplish our purpose.

Very truly yours
Raymond Johnson
WESTSIDE FARM BUREAU CENTER
RAYMOND JOHNSON, PRESIDENT
HAZEL STOVER, SECRETARY

August 28, 1951

NOTED
J. W. CATTRALL

Honorable J. R. Heckman
County Judge, Lake County
Lakeview, Oregon

Dear Sir:

This is to advise that work was completed on August 22, 1951, on Contract No. 3449, Goose Lake Section, in connection with Federal-aid Projects Nos. S-100(1) and S-101(1) on FAS 408 and FAS 407 respectively. Under the terms of the maintenance agreements signed by the County on December 13, 1950, and by the Highway Department on December 19, 1950, the County now assumes the maintenance of the above projects as of the date of completion, August 22, 1951.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

NOTED
J. F. HAGEMANN

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Augus t 25, 19 51

Section Goose Lake

Highway Cottonwood Creek & West Side Co. Rds.

Contractor F. L. Somers

Date of contract January 10, 19 51

Date work started April 3, 19 51

Amount of contract $89,384.00

Kind of work Grading & Surfacing

Section prefix 219-1013

Contract number 3449

Date of completion August 31, 19 51

Estimated date of completion ", 19 51

Per cent of time elapsed 97 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 89,384.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 7,100, 100 %

Date project was completed August 22, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished blading and rolling Wednesday.

Mr. Lean Swift, Assistant Division Engineer, inspected Tuesday

Mr. E. L. Lednicky, B.P.R. inspected Tuesday.

NOTED H. W. LIBBY

NOTED H. G. SMITH

RECEIVED AUG 27 1951 OFFICE OF CONSTRUCTION ENGINEER

NOTED B. A. MARTIN

Signed [signature]

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.58	5.58			
Miles partially completed					
Miles completed	5.58	5.58			
Total estimated quantities	61,000	Ta. 19,100 Gr. 5,800			
Estimated quantities moved or placed to date	"	"			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Clear		
Saturday			

State Printing Dept. 41608

RECEIVED
1951
FOR FILING

S-[illegible] (1)
S-101 (1)
3449

August 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 22, 1951 on Contract No. 3449, Goose Lake Section, in connection with Federal Aid Projects No. S-100 (1), S-101 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

April 13, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

I-101 1 C
344-F

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-101(1)
Goose Creek Section
West Side Road

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Form PR 2 (Revised 1946)

US [illegible]

State Oregon

Federal Aid Secondary

Project No. S-101(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 19 51,
by and between The Oregon State Highway Commission
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of September, 19 49, a program, which was approved on the 8th day of November, 19 49, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 1st day of December, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixteen thousand and 00/100
dollars ($ 16,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 345+00 in the NW 1/4, Section 4, T. 40 S., R. 19 E., W.M., and survey station 265+00 on the line between sections 8 and 9, T. 40 S., R. 19 E., W.M., without exception,

, length 1.878 miles, in Lake County, being Oregon Federal Aid / Secondary project No. S-101(1), consisting of 1.878 miles of roadway and no bridges, each of more than 20 feet clear span, [redacted].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ---- sixteen thousand and 00/100 ---- dollars ($ 16,000.00), which does not exceed the authorized Federal pro rata share of ---- thirty-one thousand, eighty-four and 90/100 ---- dollars ($ 31,084.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to ---- the State Treasurer ----
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ---- Oregon ----
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ----
(Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

Attest
_____
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
_____
Assistant State Highway Engineer

By M.K. McLean
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
APR 12 1951

...day and year h...
...ll be found in the agree-

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

March 20, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-101(1)
Goose Creek Section
of the West Side Road

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

April 10, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission for the Goose Lake Section, Project No. S-101 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

JWW:plc

encl.

March 2, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Goose Lake Section, Project No. S-101(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

J.h:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-101 (1)

GOOSE LAKE SECTION OF THE

COTTONWOOD CREEK AND WEST SIDE HIGHWAYS IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 21, 1951

Type Code 2010
Roadway (Sta. 345+00 to 347+52.47 - 160+35.14 to 265+00)

All Required		Clearing and Grubbing (35%)		$ 875.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
90	cu. yds.	Trench Excavation, Unclassified	1.00	90.00
20,000	cu. yds.	General Excavation, Unclassified	0.26	5,200.00
36,000	yd. stas.	Short Overhaul	0.01	360.00
900	C-yd. stas.	Long Overhaul	0.50	450.00
1.88	miles	Finishing Roadbed and Slopes	300.00	564.00
800	lin. ft.	18" Corrugated Metal Pipe	4.00	3,200.00
70	lin. ft.	30" Corrugated Metal Pipe	7.00	490.00
50	lin. ft.	72" Corrugated Metal Pipe	30.00	1,500.00
80	lin. ft.	24" Corrugated Metal Siphon Pipe	9.00	720.00
60	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	120.00
180	lin. ft.	Salvaging Culvert Pipe	3.00	540.00
4	cu. yds.	3/8" - 0 Backfill in Drains	5.00	20.00
6	cu. yds.	Concrete End Basins	100.00	600.00
6,260	cu. yds.	Talus Rock in Base	1.50	9,390.00
1,900	cu. yds.	Gravel in Surfacing	1.60	3,040.00
250	M-gal.	Sprinkling	2.00	500.00
			Subtotal	$28,259.00
			10% Engr. & Cont.	2,825.90
			Total	$31,084.90
		Length of Roadway	1.878 miles	
		Cost per mile	$16,552.12	

Federal Secondary Funds- -	$16,000.00
State Funds- -	15,084.90
	$31,084.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 22, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Goose Lake Section, Project No. S-101 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JW:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-101 (1)

[illegible] LAKE [illegible] SECTION [illegible] IN [illegible] COUNTY

ON [illegible] [illegible] [illegible] HIGHWAYS IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 22, 1950

Type Code 2010
Roadway (Sta. 345+00 to 347+52.47 - 168+35.14 to 265+00)

All Required		Clearing and Grubbing (35%)		$ 560.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
20,000	yd. stas.	General Excavation, Unclassified	0.22	4,400.00
30,000	yd. stas.	Short Overhaul	0.01	300.00
900	C-yd. stas.	Long Overhaul	0.50	450.00
1.88	miles	Finishing Roadbed and Slopes	300.00	564.00
800	lin. ft.	18-inch Corrugated Metal Pipe	4.50	3,600.00
70	lin. ft.	30-inch Corrugated Metal Pipe	8.00	560.00
50	lin. ft.	72-inch Corrugated Metal Pipe	40.00	2,000.00
80	lin. ft.	24-inch Corrugated Metal Siphon Pipe	6.50	520.00
60	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	120.00
180	lin. ft.	Salvaging Culvert Pipe	2.00	360.00
4	cu. yds.	3/8" - 0" Backfill in Drains	5.00	20.00
6	cu. yds.	Concrete End Seals	75.00	450.00
6,200	cu. yds.	Talus Rock in Base	1.90	11,894.00
1,900	cu. yds.	Gravel in Surfacing	1.80	3,420.00
250	M-gals.	Sprinkling	2.00	500.00
			Subtotal	$30,668.00
			10% Engr. & Cont.	3,064.80
			Total	$33,712.80

Length of Roadway	1.878 Miles
Cost per mile	$17,951.43

Federal Secondary Funds- - - -

GOLF LINK SECTION

PROJECTS NOS. S-100 (1) AND S-101 (1)

While negotiations for rights of way are in progress, twenty-five parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty-one days.

R. H. Baldock
State Highway Engineer

By

S. H. Frobert
Office Engineer

November 22, 1950

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MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

April 13, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-100(1)
Goose Lake Section
Dear Sir: Cottonwood Creek Road

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

For

(Revised 1946)

249

State Oregon

Federal Aid Secondary

Project No. S-100(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of September, 19 49, a program, which was approved on the 8th day of November, 19 49, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of December, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-one thousand and 00/100

dollars ($ 41,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 11, Laws 1929; Chapter 522, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 149+58.55 on the line between Sections 26 & 27, T-39-S., R-19-E., W.M., and survey station 345+00 in the NW 1/4, Section 4, T-40-S., R-19-E., W.M., without exception,

, length 3.701 miles, in Lake County, being Oregon Federal Aid/Secondary project No. S-100(1), consisting of 3.701 miles of roadway and 20 bridges, each of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-one thousand and 00/100 dollars ($41,000.00), which does not exceed the authorized Federal pro rata share of sixty-seven thousand two hundred thirty-seven and 50/100 dollars ($67,237.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M. McLucas
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16-11379-2

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day and year first

be found in the agree

April 10, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission for the Goose Lake Section, Project No. S-100 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

JWN:plc

encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

March 9, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-100(1)
Goose Lake Section
on the Cottonwood Creek Road

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

March 2, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Goose Lake Section, Project No. S-100(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-100 (1)

COOSE LAKE SECTION OF THE

COTTONWOOD CREEK AND WEST SIDE ROADS IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 23, 1951

Type Code 2010
Roadway (Sta. 149+58.55 to 345+00)

All Required		Clearing and Grubbing (65%)		$ 1,625.00
400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,200.00
160	cu. yds.	Trench Excavation, Unclassified	1.00	160.00
41,000	cu. yds.	General Excavation, Unclassified	0.26	10,660.00
167,000	yd. sta.	Short Overhaul	0.01	1,670.00
3,900	C-yd. sta.	Long Overhaul	0.50	1,950.00
3.70	miles	Finishing Roadbed and Slopes	300.00	1,110.00
700	lin. ft.	18" Corrugated Metal Pipe	4.00	2,800.00
150	lin. ft.	24" Corrugated Metal Pipe	6.00	900.00
110	lin. ft.	36" Corrugated Metal Pipe	12.00	1,320.00
50	lin. ft.	60" Corrugated Metal Pipe	25.00	1,250.00
210	lin. ft.	72" Corrugated Metal Pipe	30.00	6,300.00
90	lin. ft.	24" Corrugated Metal Siphon Pipe	9.00	810.00
90	lin. ft.	36" Corrugated Metal Siphon Pipe	14.00	1,260.00
170	lin. ft.	Salvaging Culvert Pipe	3.00	510.00
10	cu. yds.	Concrete End Basins	100.00	1,000.00
12,840	cu. yds.	Talus Rock in Base	1.50	19,260.00
3,900	cu. yds.	Gravel in Surfacing	1.60	6,240.00
550	M-gal.	Sprinkling	2.00	1,100.00
			Subtotal	$ 61,125.00
			10% Engr. & Cont.	6,112.50
			Total	$ 67,237.50

Length of Roadway 3.701 miles
Cost per mile $18,167.38

Federal Secondary Funds- $ 41,000.00
State Funds- 26,237.50

$ 67,237.50

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 22, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Goose Lake Section, Project No. S-100 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Your attention is called to the condition that this project is to be constructed under the same contract as Project No. S-101 (1), this, of course, being the result of the work being situated on two Federal Aid Secondary Routes, thus requiring the setting up of a different project number for each route.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-100 (1)

GOOSE LAKE SECTION OF THE
COTTONWOOD CREEK AND WEST SIDE ROADS IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 30, 1950

Type Code 2010
Roadway (Sta. 149+58.55 to 345+00)

All Required		Clearing and Grubbing (65%)		$ 1,040.00
400	cu. yds.	Structural Excavation, Unclassified		
160	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,200.00
41,000	cu. yds.	General Excavation, Unclassified	3.00	480.00
167,000	yd. stas.	Short Overhaul	0.22	9,020.00
3,900	C-yd. stas.	Long Overhaul	0.01	1,670.00
3.70	miles	Finishing Roadbed and Slopes	0.50	1,950.00
700	lin. ft.	18" Corr. Metal Pipe	300.00	1,110.00
150	lin. ft.	24" Corr. Metal Pipe	4.50	3,150.00
110	lin. ft.	36" Corr. Metal Pipe	6.00	900.00
50	lin. ft.	60" Corr. Metal Pipe	12.00	1,320.00
210	lin. ft.	72" Corr. Metal Pipe	30.00	1,500.00
90	lin. ft.	24" Corr. Metal Siphon Pipe	40.00	8,400.00
90	lin. ft.	36" Corr. Metal Siphon Pipe	6.50	585.00
170	lin. ft.	Salvaging Culvert Pipe	14.00	1,260.00
10	cu. yds.	Concrete End Basins	2.00	340.00
12,840	cu. yds.	Talus Rock in Base	75.00	750.00
3,900	cu. yds.	Gravel in Surfacing	1.90	24,396.00
550	M-gal.	Sprinkling	1.80	7,020.00
			2.00	1,100.00
		Subtotal		$67,191.00
		10% Engr. & Cont.		6,719.10
		Total		$73,910.10

Length of Roadway 3.701 miles
Cost per mile $19,970.30

Federal Secondary Funds- - - -

(1)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-100 (1)

GOOSE LAKE SECTION OF THE

COTTONWOOD CREEK AND WEST SIDE ROADS IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 22, 1950

Type Code 2020
Roadway (Sta. 149+58.55 to 345+00)

All Required		Clearing and Grubbing (65%)		$ 1,040.00
400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,200.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
41,000	cu. yds.	General Excavation, Unclassified	0.22	9,020.00
167,000	yd. stas.	Short Overhaul	0.01	1,670.00
3,900	C-yd. stas.	Long Overhaul	0.50	1,950.00
3.70	miles	Finishing Roadbed and Slopes	300.00	1,110.00
700	lin. ft.	18" Corr. Metal Pipe	4.50	3,150.00
150	lin. ft.	24" Corr. Metal Pipe	6.00	900.00
110	lin. ft.	36" Corr. Metal Pipe	12.00	1,320.00
50	lin. ft.	60" Corr. Metal Pipe	30.00	1,500.00
210	lin. ft.	72" Corr. Metal Pipe	40.00	8,400.00
90	lin. ft.	24" Corr. Metal Siphon Pipe	6.50	585.00
90	lin. ft.	36" Corr. Metal Siphon Pipe	14.00	1,260.00
170	lin. ft.	Salvaging Culvert Pipe	2.00	340.00
10	cu. yds.	Concrete End Basins	75.00	750.00
12,840	cu. yds.	Talus Rock in Base	1.90	24,396.00
3,900	cu. yds.	Gravel in Surfacing	1.80	7,020.00
550	M-gal.	Sprinkling	2.00	1,100.00
		Subtotal		$67,191.00
		10% Engr. & Cont.		6,719.10
		Total		~~$76,110.10~~ 73,910.10
		Length of Roadway	3.701 miles	
		Cost per mile	~~$20,561.73~~	19,970.30

Federal Secondary Funds- - - -

RECEIVED
APR 7 - 1951
FOR FILING

April 5, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 3, 1951 on Contract No. 3449, Goose Lake Section, in connection with Federal Aid Project No. S-100 (1) S-101 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:plc

RECEIVED
MAR
FOR FILING

3449

March 14, 1951

Mr. F. L. Somers
1111 Walnut St.
Klamath Falls
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3449 which was awarded to you on January 12, 1951 by the State Highway Commission, for grading and surfacing on the Goose Lake Section of the Cottonwood Creek and West Side County Roads in Lake County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Salem, Oregon
January 16, 1951

Mr. Forrest Cooper
Right-of-Way Engineer

NOTED
J. W. CATTRALL

Attached is a copy of a letter from R. L. Welch, District Attorney for Lake County, advising that condemnation proceedings covering right-of-way for the Goose Lake project have been filed.

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

DISTRICT ATTORNEY
FOR LAKE COUNTY

ROBERT L. WELCH
ATTORNEY AT LAW
UMBACH BUILDING
LAKEVIEW, OREGON

TELEPHONE 351

Jan. 12, 1951

NOTED
J. W. CATTRALL

RECEIVED
JAN 15 1951
ENGINEER
COUNTY & CITY RELATIONS

Mr. John W. Cattrell,
State Highway Commission,
Salem, Oregon.

Dear Mr. Cattrell:

This is to advise you that the condemnation suit involving lands included in the Maddock Corner, Westside Section, Goose Lake Road was filed in Lake County on the 4th day of January, 1951.

Very truly yours,

Robert L. Welch.

Robert L. Welch

RLW: dk

RECEIVED

Jan. 11, 1951

NOTED
J. W. CATTRALL

Called Robt. L. Welch, D.A.
Lake Co., re condemnation
of Jaru Lake R/W. He said
condemnation was filed
approx. 1 week ago & that
he had notified Mr.
Devere of this. I asked
for a letter & he said
it would be forwarded.

Fred

Passed above on to R/W
Dept.

December 26, 1950

Honorable J. R. Heckman
Lake County Judge
Lakeview, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Our Right-of-Way Department in reviewing the options and resolution in connection with the right-of-way for the Maddock Corner-Westside Section of the Goose Lake County Road has informed me that the resolution authorizes the initiaton of the combination proceedings. This, however, does not give the State or its contractor the right of entry. Since these condemnations must be filed in order for the right of entry to be established, it will be appreciated if you will call this to your District Attorney's attention.

This matter of securing the right of entry must be completed before we will be able to award the contract. The award at this time is being held up pending the filing of these condemnations. As soon as these condemnations have been filed, it would be appreciated if you or the District Attorney would notify me by letter so that we may make the award. The deadline for this is January 19, on which date we must either award the contract or cancel it. However, the sooner this matter can be acted upon, the sooner the contract can be awarded. I will appreciate anything that you can do to expedite this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM

Salem, Oregon
December 22, 1950

Mr. Forrest Cooper
R/W Engineer

NOTED
J. W. CATTRALL

Herewith eleven options and a resolution condemning thirteen parcels of land in connection with R/W for the Goose Lake project in Lake County. This completes the R/W acquisition for this project and the contract can now be awarded insofar as the R/W is concerned.

A list of the file numbers of the enclosed options and condemnation resolution follows:

Condemnation	
16799	16821
16801 - (T. W. Dungan from Sta. 80+93.12 - 103+69)	
16803	16825
16809	16829
16811	16834
16813	16844
16814	16847

Options	
16792	16819
16794	16820
16801	16827
16816	16828
16817	16831
16818	

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

December 22, 1950

Honorable J. R. Heckman
Lake County Judge
Lakeview, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to acknowledge receipt of a resolution condemning thirteen parcels of land for right-of-way purposes and also receipt of eleven signed copies of options covering right-of-way in connection with the Goose Lake project. Our records show that this completes the right-of-way acquisition for this project, and the contract will be awarded immediately.

Please disregard my letter of December 21.

I wish to express my appreciation for the excellent cooperation that the Lake County Court has shown in completing the right-of-way acquisition on such short notice.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

December 21, 1950

NOTED
J. W. CATTRALL

Honorable J. R. Heckman
Lake County Judge
Lakeview, Oregon

Dear Sir:

A satisfactory bid on the Goose Lake project was received by the State Highway Commission on December 20. Award of the contract is being held pending acquisition of the balance of the required right-of-way.

To date we have received no report as to the status of those parcels covered by the attached list of File Numbers. It would be appreciated if such a report could be forwarded to this office as soon as possible.

A contract will be awarded immediately upon receipt from the County of signed options or notification of condemnation proceedings for the balance of right-of-way as listed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

GOOSE LAKE SECTION - LAKE COUNTY ROAD

R/W TO BE ACQUIRED - DECEMBER 21, 1950

File Number
16792
16794
16799
16801
16811
16814
16816
16817
16818
16819
16820
16821
16827
16828
16831
16834

RECEIVED
JAN 20 1951
FOR FILING

$1000 3/60 W
3447

January 12, 1951

P. L. Somers
P. O. Box 930
Klamath Falls, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for 5.58 miles grading and surfacing on the Cooes Lake Section of the Cottonwood Creek and West Side county roads, in Lake County. This award was based on your low bid of $89,384.00 submitted on December 20, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: H. C. Smith
Goldie Lewis
S. H. Probert
L. H. White

Not executed

S+C

STIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 12, 1951
2:20 p.m.

F. L. Seamra
P. O. Box 938
Klamath Falls, Oregon

State Highway Commission awarded you today contract for Goose Lake Section of Cottonwood Creek and West Side County Roads, Lake County, based on your low bid submitted December 20, 1950. Contract forms follow shortly.

H. B. Gladmyer, Secretary
Oregon State Highway Commission

Files ✓

RECEIVED
JAN 15 1951
FOR FILING
OREGON DISTRICT
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

10-1-1-101(1)
S-101

January 12, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your telegram dated January 11, 1951 advising that all rights of entry had been acquired for Oregon Projects S-100(1) and S-101(1), the Goose Lake Sections of the Cottonwood Road and West Side Road, and requesting our concurrence in award of contract to F.L. Somers, Klamath Falls, Oregon who submitted the low bid.

As requested we hereby concur, as of today, in the award of contract for these projects to F.L. Somers, Klamath Falls.

Very truly yours,

T. W. DAVIS
District Engineer

TWD:re

VICE

...vice desired;
...ssage will be
sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 11, 1951

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

REQUEST CONCURRENCE AWARD CONTRACT TODAY GOOSE LAKE PROJECT TO F. L. SOMERS OF KLAMATH FALLS. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

W. C. WILLIAMS

RECEIVED
JAN 1 1951
FOR FILING

FORM E-30 25M 6-49 32908

S-1c-1(1)
101(6)
24[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1951

SUBJECT: Award of contract
Goose Lake Section

To: Mr. W. C. Williams:
Ass't. State Highway Engineer
O F F I C E

Dear Mr. Williams:

This is to confirm our telephone conversation of this morning, that Lake County has secured all rights of way on the Goose Lake Section of the Cottonwood Creek and Westside County Roads. As far as the right of way is concerned, the contract can be awarded.

Very truly yours,

J. H. DEVERS

By R. L. Porter

R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

RECEIVED
JAN 30 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 28, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are five copies each of two maintenance agreements and five copies each of two encroachment resolutions in connection with Oregon Projects S-100(1) and S-101(1) on FAS Highways 408 and 407 in Lake County. All copies have been executed by the proper county and state officials.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

Copy for: J. W. Nash

RECEIVED
FOR FILING

December 27, 1950

County Court of Lake County
Court House
Lakeview, Oregon

Gentlemen:

We are enclosing herewith one copy each of two maintenance agreements between the State Highway Commission and Lake County, covering portions of the Goose Lake S-ction Projects on FAS Highways 407 and 408 in Lake County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 2

RECEIVED
DEC 27 1950
FOR FILING

December 21, 1950

Mr. R. T. Renner
Lakeview
Oregon

Dear Mr. Renner:

The Honorable Douglas McKay, Governor of the State of Oregon, has made reference to the copy he received of your communication of December 11 to the State Highway Commission enclosing a petition signed by the farmers of the West Side district relating to the improvement of a county road along Goose Lake, which road is on the federal-aid secondary system.

Please be advised that yesterday the Highway Commission received bids for grading and surfacing 5.58 miles of this road and referred them to me with authority to award this contract when the County Court has secured the right of way.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Governor McKay

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

December 13, 1950

Mr. A. T. Kenner
Lakeview, Oregon

Dear Mr. Kenner:

I have received the copy of your letter to the State Highway Commission, enclosing a petition signed by the farmers of the West Side district.

I shall be glad to talk with Mr. Baldock concerning the road matter presented in your communication. I know that you will hear direct from the Highway Office and I shall be interested in learning of the report of the Commission on the highway situation in that area.

Sincerely yours,

Governor

DA:FS

cc - Mr. A. E. Baldock

COPY

RECEIVED
DEC 14 1950
FOR FILING

December 14, 1950

Mr. R. T. Renner
Lebanon, Oregon

Dear Mr. Renner:

I have for acknowledgement your letter of December 11, and the petition attached thereto from residents of West Side, Oregon, in which the State Highway Commission is urged to take immediate action to improve the West Side secondary Highway. I shall bring the petition to the attention of the State Highway Commission.

The improvement which you request was provided for in the Highway Commission's second post war construction program, the amount of $100,000 having been allocated to finance the work. The project has been advertised for bids and is included in the list of projects for which the Commission will open bids at its meeting next week. The work involved consists of grading and surfacing 5.58 miles of the Cottonwood Creek and West Side county roads. The northern terminus of the section is about two miles south of Haddock's Corner and the southern terminus is about one-half mile south of the town of West Side. It is hoped that a satisfactory bid is received so that the contract will be awarded.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RGG:cs
cc: Commissioners
R. H. Baldock
S. L. Williams

Lakeview, Oregon,
December 11, 1950.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewith, find Petition signed by the WEST SIDE farmers, in relation to our road conditions.

We have made many requests of you, for action in this connection, but we still have the same road over which to travel. Perhaps after considering this Petition, we may get some action.

I am enclosing a copy of this letter, to Governor McKay, together with copies of petition, and urging him to take immediate action.

Very truly yours,

R V Renner

RR-mm
Enc.

cc-Governor McKay,
Salem, Oregon.

Copies sent to Gov. McKay Commissioners Bennett Williams

H. B. CLAISYER

COPY

Lakeview, Oregon
November 27, 1950

STATE HIGHWAY COMMISSION
SALEM, OREGON.

GENTLEMEN:

Somstime ago, the people of the West Side, in Lake County, forwarded you petition, urging that immediate action on WEST SIDE SECONDARY HIGHWAY, in Lake County, be taken. Apparently this petition was disregarded by you, as we are still using the same old road, which has grown materially worse.

This Secondary Highway is full of chuck-holes, rendering it almost impassable. Many of the people living in this vicinity have broken new tires on this road, because of its lack of maintenance.

You have already been advised of the volume of produce which must come over this road to the rail-head in Lakeview. Undoubtedly a great deal of this equipment will be damaged in the use of this road.

We respectfully urge that you make an immediate inspection of this road, to determine its condition, and we feel sure that such inspection will disclose to you that it is necessary to take immediate steps to properly maintain this road, not only for its service to the community involved, but in order to save the money invested now in a road-bed.

We are forwarding a carbon copy of this letter to Hon. Douglas McKay, Governor of the State of Oregon, in the hopes that we may solicit his aid in connection with this intolerable condition.

Your early response will be appreciated.

Very truly yours,

cc - Hon. Douglas McKay
Governor of the State of Oregon,
Salem, Oregon

26 signatures

Ralph [illegible]	West Side [illegible]
Anton, L. Weber, Jr.	Westside, Lakeview, Ore.
Hubert R. Chastain	West Side
Miss Lena Wescraft	West Side
Clayton O'Ferrara	" "
Dewitt [illegible]	" "
Jimi Ozanis	West Side
L. L. Lamb	" "
Cora Ozanis	West Side - Oregon
Ackley L. Lamb	West Side, Oregon
Vernon M. Thompson	Big Creek - Ore
Chris. M. Thompson	Big Creek - Ore
Emmet Thorogood	Big Creek - Ore
Wilbur Hawkes	" " "
Eleanor Ezra	" " "
Velma Terry Lindsay	
Fern Vanderveer	
Raymond A. Johnson	Ft. Lakeview
Martha K. Bolton	Ft. Lakeview
Shirley E. Lipp	Ft. Lakeview
A. [illegible]	" "
Edna K. Nelson	" "
Fred R. Nelson	" "
William Sundet	" "
Jean P. Christensen	" "
Ira A. Bolton	" "

NOTED
J. W. CATTRALL

Salem, Oregon
December 15, 1950

Mr. Forrest Cooper
Right-of-Way Engineer

Herewith eight options obtained by Lake County in connection with the Maddock Corner-Westside Section of the Goose Lake County Road in Lake County. Following is a list of the file numbers of these options:

16795	16810
16796	16822
16807	16843
16808	16849

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
J. W. CATTRALL

December 5, 1950

Honorable J. R. Heckman
Lake County Judge
Lakeview, Oregon

Dear Judge:

Enclosed are eight copies each of two encroachment resolutions and two maintenance agreements covering the Goose Lake Section of FAS Highways 407 and 408 proposed for construction as Federal Aid Projects S-100(1) and S-101(1).

These are standard forms which the Federal Bureau of Public Roads requires the county concerned to adopt in connection with all Federal Aid projects on County Roads. The encroachment resolution provides that the County will permit no encroachments on the right-of-way which will permanently interfere with the free and convenient flow of traffic. The maintenance agreement provides that the County will maintain the section after construction in a manner satisfactory to the Bureau of Public Roads. As the Goose Lake Section extends over portions of two FAS Highways, there are two separate resolutions and two separate agreements for execution. One resolution and one agreement cover that portion of the project on FAS 407, while the other resolution and agreement cover the portion on FAS 408.

Please have the County Court sign and the County Clerk attest all copies. Return seven signed copies of each encroachment resolution and all eight signed copies of each maintenance agreement to this office. After signature by the State Highway Commission, a duly executed copy of each maintenance agreement will be returned for the County's records. It would be appreciated if these resolutions and agreements could be returned on or before December 13.

A statement as to the status of the right-of-way acquisitions for this project would also be appreciated at this time.

For your information and records we are enclosing a copy of

the plans and specifications.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

Salem, Oregon
December 12, 1950

Mr. Forrest Cooper
Right-of-Way Engineer

Attached are the following in connection with the Maddock Corner-W. Side Section of the Goose Lake County Road in Lake County:

1. A copy of a resolution adopted by the Lake County Court regarding the acquisition of right-of-way.

2. A copy of a list of that property which will be acquired by condemnation.

3. A list of options and the signed options as acquired by the County.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

IN THE COUNTY COURT OF THE STATE OF OREGON FOR LAKE COUNTY

In the Matter of Obtaining Right-Of-Way Deeds for Maddock Corner, Westside Section, Goose Lake Road.	RESOLUTION

At a regular meeting of the County Court of Lake County held in the Court House at Lakeview, Oregon, on the 6th day of December, 1950, Present:

Honorable J. R. Heckman,	County Judge,
Roy Morehouse,	Commissioner,
P. W. Hotchkiss,	Commissioner,
Zane Gray,	County Clerk,
Thomas S. Elliott,	Sheriff,
Robert L. Welch,	District Attorney.

WHEREAS, the Highway Commission of the State of Oregon contemplates letting the contract for the surfacing of the road designated as Maddock Corner - Westside Section - Goose Lake Road and,

Whereas, it is the duty of the County Court of Lake County, Oregon to secure Rights-of-way for said road and that at the present time all of said rights-of-ways have not been secured for the reason that there has been insufficient time since the necessary material was furnished to Lake County by the Highway Commission and,

Whereas, it is necessary that said rights-of-way be secured as soon as possible.

NOW, THEREFORE, be it resolved that the County Court of Lake County, Oregon shall secure said rights-of-way as soon as possible and,

Further, in the event that it is impossible to secure said rights-of-way without resorting to condemnation proceedings, that Lake County, Oregon will institute all necessary condemnation proceedings for the acquisition for said right-of-way.

ATTEST:

Zane Gray
County Clerk

LAKE COUNTY, OREGON

J. R. Heckman
Judge

Roy Morehouse
Commissioner

P. W. Hotchkiss
Commissioner

CONDEMNATION PROCEEDINGS

File Number	Names	Area		
16802	Ritzinger, V. T. and Faye	0.52	Acres	Condemed
16803	Stark, Robert W. and LaVerne	0.31	"	"
16809	Lee, Lewis E.	0.30	"	"
16813	Pomerene, Margaret E.	0.16	"	"
16825	Siegrist, H. E.	0.31	"	"
16829	Elliott, G. R.	0.31	"	"
16844	Williams, W. E. & Emma	1.35	"	"
16847	Hinz, Lizzie	0.14	"	"

RECEIVED
DEC 11 1950

NOTED
J. W. CATTRALL

November 20, 1950

Honorable J. R. Heckman
Lake County Judge
Lakeview, Oregon

Dear Sir:

As per our conversation of last Friday, I am enclosing two copies of a sheet listing the options on the Maddock Corner-West Side Section of the Goose Lake County Road showing the property to be acquired as additional right-of-way in connection with the contract the State Highway Commission wishes to award at its December 19 meeting. Also enclosed are four copies each of option forms covering these parcels of property. Under separate cover you are being forwarded two copies each of right-of-way maps, parts 1 and 2, and profile maps covering the proposed project. The File No. appearing in the upper right hand corner of the option forms corresponds to the File No. on the listing and to the numbers appearing rather faintly on the right-of-way maps.

When the options have been secured or other instruments taken we would like one signed copy for our files. The number of additional copies required by the County will determine the number of option forms to have signed. We would prefer signed copies of the enclosed option forms; however, if the County wishes to use its own form, we have no objection. The descriptions were merely typed on these forms as a convenience in acquiring the property.

As stated in our previous conversation, it will be appreciated if these options can be secured and this office notified on or before December 12. If we can be of any assistance to you in this matter, please call on us.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FORM E-20 25M 8-50 42200

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 17, 1950

SUBJECT: Files as listed on attached sheet.
Goose Lake Section
Lake County Road

To:
Mr. J. W. Cattrall
County & City Relations Engineer

Dear Mr. Cattrall:

On the attached sheet we have listed the options on the Maddock Corner-West Side Section of the Goose Lake County Road showing the property to be acquired as right of way for the December 19, 1950, contract which the State Highway Commission wishes to award at that time. These option forms are transmitted in quadruplicate.

When these options are secured or other instruments taken, we would like to have a copy for our file. A signed copy of the option is preferred as it is the first instrument secured and contains provisions therein that might not be placed in the deed. Besides, we have additional copies of the option on our file that we may conform for the engineers. However, if the County wishes to use their own form, we have no objection. These descriptions were merely typed on these forms as a convenience in acquiring the property.

Under separate cover we are sending you three prints of our maps Nos. 7-B-44 and 7-B-45 on which we have stamped the date of November 10, 1950. Two blue prints of the profile are also enclosed for the County. If the County wishes additional copies, please advise.

Very truly yours,

J. M. DEVERS

By Earl F. Saling

Earl F. Saling

EFS:tk
Enc.

cc: Mr. Forrest Cooper

File Number	Name		Area	
+16791	Bradley, L. F.		0.59	acres
+16792	Maddock, Mark A.		0.21	"
+16793	Elliott, Clyde R.		0.26	"
+16794	Clair, Lewis and Lois		0.04	"
—16795	Cooper, William A. and Nancy J.		0.07	"
—16796	Hampton, Wayne F. and Mabel S.		0.23	"
+16797	Gerlits, Wilfred E. and Aileen F.		0.59	"
+16798	Blalock, T. M. and Norma		0.63	"
16799C	Rogers, Vernon W., Thomas M., [illegible] L., and Albert S.		0.51	"
+16800	School District No. 41		0.09	"
+16801	Nesbitt, A. and Son		2.10	"
16802 C	Ritzinger, W. T. and Faye		0.52	"
16803C	Stark, Robert W. and LaVerne		0.31	"
+16804	Loftbus, Wilbur R. and Mary M.		0.15	"
+16805	Webster, Cecil		1.09	"
+16806	Shallenberger, O. M. & Dorothy and Clark, C. B. and June Ona		1.27	"
—16807	Loftbus, Reece W. & Dorothy B.		0.97	"
—16808	Bingham, W. C.		0.19	"
16809C	Lee, Lewis L.		0.30	"
—16810	Sundquist, Harry R. & Bernice		0.30	"
16811C	Atkinson, Lloyd Gene		0.07	"
+16812	Taylor, Frank A. and Dorothy	Par. 1	0.23	"
		" 2	0.25	"
16813C	Pomerene, Margaret E.		0.16	"
16814C	Hunter, Harry A. Estate and Hewitt Land Company		0.30	"
*16815	State of Oregon, by its State Land Board, H. R. Christensen, Cont.	Par.	0.38	"
+16816	Buckhorn, Otto H. & Mae V.		1.36	"
+16817	Garrett, Laura E.	Par. 1	0.15	"
		"	0.37	"
+16818	Garrett, A. E.	Par. 2	0.43	"
		"	0.08	"
+16819	Garrett, Laura Wright		0.08	"
+16820	Rinehart, Adeline		0.08	"
16821C	Parks, L. A. & Rose		5.96	"
—16822	Waters, Roderick F.		0.77	"
*16823	Anderson, Hugh S. & Madge F.		6.60	"
+16824	Schamel, G. C. & Eva		0.31	"
16825C	Siegrist, H. L.		0.31	"
—16826	Needham, Wendell C. and Shirley A.		0.67	"
+16827	Mott, K. L.		0.31	"
+16828	Johnson, J. H. & Mary A.		0.31	"
16829C	Elliott, G. T.		0.31	"
—16830	Roberts, Jess		0.14	"
+16831	Curtis, Joe & Virginia		4.35	"
*16832	Roberts, Jess & J. L.		0.98	"
*16833	Nelson, Fred C. & Lizzie L.	Par. 1	0.32	"
		" 2	0.1	"

Goose Lake Section - Lake County Road November 17, 1950

File Number	Name		Area	
16834 C	Howard, Vernon G. & Clara Jane		0.22	acres
+16835	Bolton, Ira M. & Martha L.		0.40	"
+16836	Croul, Harry & Margaret		0.12	"
+16837	West Side Grange		0.00	"
+16838	Woods, Peter C. & Jessie M.		0.00	"
+16839	Renner, Ralph T.	Par. 1	0.04	"
		" 2	0.27	"
		" 3	0.62	"
+16840	Breithaupt, Earnest M.		0.00	"
+16841	O'Neil, Merle V. & Eileen		0.12	"
+16842	Roberts, Chas.		0.02	"
-16843	School District No. 5		0.00	"
16844 C	Williams, W. E. & Emma		1.35	"
+16845	Kolb, Harry J. & Cora F.		4.11	"
+16846	Albertson, Clarence & Anna		0.21	"
16847 C	Hinz, Lizzie		0.14	"
+16848	Duck, Leo & Jorna		0.30	"
-16849	Stiles, Chas. W. & Edna V.		3.32	"
+16850	Weber, Anthone, Jr., & Bertha	Par. 1	0.44	"
		" 2	0.04	"
+16851	Ashcraft, George		0.15	"

MEMORANDUM RE SPECIAL CLAUSES IN CONVEYANCES

It may occur that some of the special items which were set out in the option covering the property covered by the enclosed instrument have not been set out in the instrument itself. If such is the case it may be assumed that the ommission is intentional, and the purpose of this memorandum is to explain the circumstances and reasons.

In general, it is the policy and practice of the Highway Commission to include in deeds, easements, etc., conditions which run with the land and continue to be legal incidents of title affecting either the property conveyed or the abutting, adjoining or adjacent private property.

Agreements involving things to be done by either the grantor or the grantee and which are fulfilled and satisfied by the carrying out of the obligation are not included, as such items have no effect upon the basic title to the land itself. Under the case of VanHee vs Rickman, 109 Ore. 357, such items are not satisfied by execution and delivery of the conveyance and payment of the consideration, so that they do not merge in the conveyance, but remain continuing obligations until fulfilled. Their inclusion would only serve to unnecessarily expand the County records and increase the costs of your future abstracts and examinations of title.

OREGON STATE HIGHWAY COMMISSION

JWD:ms
1/6/50

P.S.

RECEIVED
NOV 1 - 1950
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 31, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Oregon Project S-100(1), North Unit, Goose Lake Section, has been found justified as to essentiality and the project has been transferred from (b) to (a) category as requested in your letter of October 20, 1950.

Very truly yours,

T. M. DAVIS
District Engineer
By: C.G. Polk
Senior Highway Engineer

25 1950
FOR FILING

October 20, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3[illegible]
Portland 8, Oregon

Dear Sir:

Reference is made to federal-aid secondary project No. [illegible]-100 (1), involving the grading, draining and surfacing of [illegible] of [illegible] Highway No. 45, which project is item 108 of Oregon's Federal-aid Secondary Program.

In the listing of federal-aid projects remaining to be constructed which was submitted to you on August 4, 1950, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On further consideration of the conditions involved, we find the need for this project to be sufficiently urgent to warrant its transfer to category (a). We therefore now request such transfer.

The road to be improved serves an agricultural area on the west side of Goose Lake in Lake County, and is expected to soon serve as an outlet for commercial timber in the Fremont National Forest. At present the road is narrow, lightly surfaced and without bituminous wearing surface. At times during the winter and spring, it becomes impassable to all but very light traffic.

The proposed improvement will provide a wider and stronger surfacing with a light oil mat wearing surface. At its south end it will join with a similar improvement, five miles in length, planned for construction as project No. S-101 (1).

Pertinent information in regard to the project is as follows:

Length- - - - - - - - - - - - - 5.06 miles
Cost- - - - - - - - - - - - - - $50,000
Number of working days- - - - 120
Traffic, 1950 - - - - - - - - - 145 ADT (43 commercial)
Traffic, estimated for 1965 - 252 ADT
Materials - Asphalt and culvert pipe. (All readily available)
Labor - - - Equipment operators and unskilled labor. (All readily available).

Plans for the project are nearly completed and it is our desire to receive bids on or about December 21, 1950.

Very truly yours,

T. H. Baldock
State Highway Engineer

By

J. J. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
1 - 1950
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 31, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Oregon Project S-101(1), South Unit, Goose Lake Section, has been found justified as to essentiality and the project has been transferred from category (b) to category (a) as requested in your letter of October 20, 1950.

Very truly yours,

T. M. DAVIS
District Engineer

By: C.G. Polk
Senior Highway Engineer

RECEIVED
OCT 25 1950
FOR FILING

October 20, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3700
Portland 8, Oregon

Dear Sir:

Reference is made to federal-aid secondary project No. S-101 (1), involving the grading, draining and surfacing of all of FAS Highway No. 457, which project is item 109 of Oregon's Federal-aid Secondary Program.

In the listing of federal-aid projects remaining to be contracted which was submitted to you on August 4, 1950, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On further consideration of the conditions involved, we find the need for this project to be sufficiently urgent to warrant its transfer to category (a). We therefore now request such transfer.

The road to be improved serves an agricultural area on the west side of Goose Lake in Lake County, and is expected to soon serve as an outlet for commercial timber in the Fremont National Forest. At present the road is narrow, lightly surfaced and without bituminous wearing surface. At times during the winter and spring, it becomes impassable to all but very light traffic.

The proposed improvement will provide a wider and stronger surfacing with a light oil mat wearing surface. At its north end it will join with a similar improvement, five miles in length, planned for construction as project No. S-100 (2).

October 20, 1950

Pertinent information in regard to the project is as follows:

Length- - - - - - - - - - - - - - 5.03 miles
Cost- - - - - - - - - - - - - - - $50,000
Number of working days- - - - - 100
Traffic, 1966 - - - - - - - - - 125 ADT (43% commercial)
Traffic, estimated for 1965 - 252 ADT
Materials - Asphalt and culvert pipe. (All readily available)
Labor - - - Equipment operators and unskilled labor. (All readily available)

Plans for the project are nearly completed and it is our desire to receive bids on about December 21, 1950.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
OCT 26 1950
FOR FILING

October 25, 1950

Mr. Theodore R. Conn
Attorney at Law
Wilcox Building
Lakeview, Oregon

Dear Mr. Conn:

Further reference is made to your letter of September 26 and a petition attached thereto from residents of West Side, in which petition the Highway Commission is requested to improve the West Side Secondary Highway.

The road to which you refer is, I believe, commonly known as the Goose Lake County Road. It extends from the junction with the Klamath Falls-Lakeview Highway near Lakeview to a point south and west of the town of West Side, and is about ten miles in length. This road has been designated as a Federal Aid Secondary Highway, and $100,000.00 of Federal Aid Secondary Highway funds has been allocated to finance this improvement by grading and surfacing. Just when the work will be done is still a matter of conjecture. It was originally intended to call for bids at the December meeting of the Highway Commission; however, due to the war situation, the federal authorities ordered deferment of a number of projects that were to be financed with federal funds, and one of these jobs was the Goose Lake County Road project. I am told that it is still the intention of this department to advertise the project for bids at the December meeting of the Commission if the federal government will release the funds with which it is proposed to finance it. That, of course, is something entirely out of the hands of the Highway Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HS:ads

RECEIVED
OCT 21 1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 20, 1950

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I recently discussed with County Judge Heckman, the proposed improvement of the Goose Lake Section of Lake County Roads Nos. 407 and 408.

Judge Heckman is in full accord with our contemplated plans to grade and gravel top that portion from Mile Post 2.80 to Mile Post 9.78 as submitted to your office, and is anxious that we proceed immediately. He states that he has not received the option forms or descriptions for the necessary right of way, but will proceed to acquire the right of way immediately on receipt of this data.

Very truly yours,

NOTED

WM. E. CHANDLER
Division Engineer

By:
DEAN SWIFT
Assistant Division Engineer

DS:me

RECEIVED
1950
FOR FILING

October 9, 1950

Hon. J. M. Heckman
County Judge of Lake County
Lakeview, Oregon

Dear Judge Heckman:

I recently discussed with Commissioner Hotchkiss, by telephone, proposed improvements of federal-aid secondary highways on the west side of Goose Lake. I am enclosing a map on which is indicated, in red coloring, Federal-aid Secondary Highway No. 408 and, in blue coloring, Federal-aid Secondary Highway No. 407.

On this map are indicated, in black coloring, the portions of the two highways that are being considered for improvement at this time. This section extends from [illegible] P. 2.80 on the north to S. P. 9.78 on the south, so that the total distance contemplated for improvement is 6.98 miles. The contemplated improvement consists of grading and gravel surfacing, which is estimated to cost slightly in excess of $100,000.

I am sending a copy of this letter to Mr. R. E. Chandler, Division Engineer for the Oregon State Highway Commission at Bend, with the request that Mr. Chandler meet with you and discuss in further detail matters pertaining to this project. If you are in accord with the plans as will be explained to you by Mr. Chandler, we hope to be able to call for bids on this project just as soon as you have acquired the right of way necessary for the construction of this road to federal-aid standards.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. R. E. Chandler

Mr. Chandler: Under separate cover, I am forwarding you a print of the profile. Please take this with you when you go to see the County Judge, so that you can explain all details.

September 27, 1950

Mr. Theodore R. Conn
Attorney-at-Law
Bilcon Building
Lakeview, Oregon

Dear Mr. Conn:

This will acknowledge receipt of your letter of September 26 transmitting a petition signed by numerous residents of the Goose Lake Valley district, Lake County, in which the State Highway Commission is requested to designate as a secondary highway the road that serves Goose Lake Valley, known as the West Side Road, and to immediately grade, gravel and pave it as such.

I am referring your letter and the petition to the State Highway Commission Engineer, H. H. Baldock, for recommendation to the Commission. When action has been taken thereon, I will advise you further.

Respectfully,

OREGON STATE HIGHWAY COMMISSION

Secretary

MHWilcox
cc: Commission Members
H. H. Baldock
H. C. Williams

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

Sept. 26, 1950

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

At the request of some of the farmers located on what is known as the West Side in Lake County, Oregon, I am inclosing herewith to you their petition to your organization and to the local County Court for the completion of the West Side road.

Yours very truly,

Theodore R. Conn

ACKNOWLEDGED
H. B. GLASYER

COPIES TO COMMISSIONERS

COPY

TO THE HONORABLE COUNTY COURT FOR LAKE
COUNTY, OREGON
AND
TO THE OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON:

COMES NOW, the undersigned petitioners, residents of what is known as the West Side, located in Goose Lake Valley, Lake County, Oregon, and respectfully petition the Honorable County Court of Lake County, Oregon and the Oregon State Highway Commission to immediately take whatever steps are necessary to create as a secondary highway the road in Goose Lake Valley known as the West Side Road, and upon which said road work has been done in connection with the grading thereof;

The undersigned petitioners further respectfully request said County Court to use its influence to have said road immediately graded, graveled, and paved;

We wish to point out to you that this road is the only road from this section of Lake County to any highway or town; that this road serves about 200 farms, which farms contain from 40,000 to 45,000 acres of tillable land; from this land is produced and shipped annually: 20,000 tons of grain, 1600 tons of potatoes, 1500 tons of alfalfa hay, 4000 head of livestock, about 40 tons of small seed crops, and 1000 tons of milk; 25,000,000 feet of logs;

For a long, long time we have been suffering from the curtailment in our farm business resulting from the poor condition of this road. During many of the winter months and all of the early spring months this road is in such condition as to be impassable for car travel. We get our mail delivered once a week, if we are lucky; school busses are mired down and the education of our children suffers.

The importance of this road to we families who live in this section cannot be too stressed from the standpoint of an outlet for our crops - all of which have to pass to market over this poor road, from the standpoint of medical aid and food supplies which we must receive over the road, from the lack of mail and school bus services when the road is impassable and for our necessary farm supplies.

We are aware that the curtailment of funds for this road is brought about by the present war emergency condition, but this community is producing food supplies vital to the nation in quantities which should entitle it to a farm-to-market road which will allow us to get such food supplies to the market for which they are needed.

Our economic existence depends upon this road. We cannot contribute our part to the war emergency without a good road, passable at all times of the year.

Respectfully submitted,

61 Signatures.

TO THE HONORABLE COUNTY COURT FOR LAKE
COUNTY, OREGON
AND
TO THE OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON:

COMES NOW, the undersigned petitioners, residents of what is known as the West Side, located in Goose Lake Valley, Lake County, Oregon, and respectfully petition the Honorable County Court of Lake County, Oregon and the Oregon State Highway Commission to immediately take whatever steps are necessary to create as a secondary highway the road in Goose Lake Valley known as the West Side Road, and upon which said road work has been done in connection with the grading thereof;

The undersigned petitioners further respectfully request said County Court to use its influence to have said road immediately graded, graveled, and paved;

We wish to point out to you that this road is the only road from this section of Lake County to any highway or town; that this road serves about 200 farms, which farms contain from 40,000 to 45,000 acres of tillable land; from this land is produced and shipped annually: 20,000 tons of grain, 1600 tons of potatoes, 1500 tons of alfalfa hay, 4000 head of livestock, about 40 tons of small seed crops, and 1000 tons of milk; 25,000,000 feet of logs;

For a long, long time we have been suffering from the curtailment in our farm business resulting from the poor condition of this road. During many of the winter months and all of the early spring months this road is in such condition as to be impassable for car travel. We get our mail delivered once a week, if we are lucky; school busses are mired down and the education of our children suffers.

The importance of this road to we families who live in this section cannot be too stressed from the standpoint of an outlet for our crops - all of which have to pass to market over this poor road, from the standpoint of medical aid and food supplies which we must receive over the road, from the lack of mail and school bus services when the road is impassable and for our necessary farm supplies.

We are aware that the curtailment of funds for this road is brought about by the present war emergency condition, but this community is producing food supplies vital to the nation in quantities which should entitle it to a farm-to-market road which will allow us to get such food supplies to the market for which they are needed.

Our economic existence depends upon this road. We can not contribute our part to the war emergency without a good road, passable at all times of the year.

Respectfully submitted,

Lloyd L. Hastings Rt. 6.

R R Cochran Rt 6

Mrs. Ezra Mallory
Ed Marriott

Alden B Hanks
C. E. Powell
Edith R Powell

Raymond G Simco

Donald O'Neuman
Diamond O'Neuman
Mary Etta Neuman

Ethel Lundal

Daniel L. Brennan
Frank Bolton
Nellie F Hinton

Elsie Hanks
Antonia Weber

Margaret Crowl

Chas W Stiles
Mrs. Audrey Sims

G b Sherrard

Ralph J Penner

Harry Crowl

Gordon Finlay

Floyd Warner

Eliza K. Nelson
Mrs Ralph Penner
Edna V Stiles

Gravel Pit
3 Mi. to M.P. 89.02
To Klamath Falls
Mucky
M.P. 92.4
Klamath Falls
Quarry
M.P. 83.9
M.P. 89.02
Beginning of Project
Sta. 149+58.6 M.P. 2.80
FAS-408
County Road #408
County Rd. # 407
WEST SIDE
N

Gravel Pit
3 Mi. to M.P. 89.02

Mucny

M.P. 92.4

Klamath Falls-Lakeview Hwy.

M.P. 89.02

LAKEVIEW

Beginning of Project
Sta. 149+58.6 M.P. 2.80

FAS-408

County Road #408

County Rd. #407

WEST SIDE

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

falls

Quarry
M.P. 83.9

M.P. 89.02

M.P. 92.4

Klamath

Beginning of Proje
Sta. 149+58.6 M.P. 2.

FAS- 40

County Road # 408

N

County Rd. # 407

WEST SIDE

FAS 407 →

End of Project
Sta. 339+00 M.P. 9.78

M.P. 92.4

Klamath Falls-Lakeview Hwy.

M.P. 89.02

LAKEVIEW

Beginning of Project
Sta. 149+58.6 M.P. 2.80

← FAS - 408

County Road # 408

County Rd. # 407

WEST SIDE

FAS 407 →

9.78

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

For Goose Lake Section

Highway Co. Roads No's. 407 & 408

County Lake

1" = 1 Mile Date 7-14-50

Salem, Oregon
December 23, 1948

Mr. W. C. Williams
O F F I C E

After discussing the matter of expenditure of $100,000 of F.A.S. money on the Goose Lake West Side County Road with the County Court in Lake County, I wish to report to you that the County Court is agreeable to the project as set up, viz, the County to do the grading and drainage work and the State to surface. They will also purchase the necessary rights of way.

I have asked the Court to confirm this by letter to Mr. Baldock.

Forrest Cooper
Engineer, County and City Relations

FC:LM

NOTED
J. F. HAGEMANN

NOTED
J. H. W. CAITRALL

NOTED
Harold C. Ayers

COPY

LAKE COUNTY
STATE OF OREGON

Lakeview, Oregon
12/23/48

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

In answer to your letter of December 1, 1948 relative to the Goose Lake West Side County Road, I am enclosing a sketch showing your approved FAS No. 407 and 408 and our requested changes. These are from the highway to Vernon School and then West to join 408 then on to the Union School and we designated the road south from the Union School and then West to 408.

The reason for us designating this way is that it is the School Bus and the mail route and by going this way we get a more level road.

From the highway to 408 on the approved route, there is a steep dip and the blue route is level. On the road from the Union School marked 408 on your approved route, there is also a steep grade and a narrow right of way.

We have graded and graveled to the Vernon School and it is already for oiling.

It is our understanding that the intention is to give us a light oil job on this ten miles when it is completed. We would rather have one half of the ten miles oiled with a good coating of oil rather than to have it all oiled only temporarily.

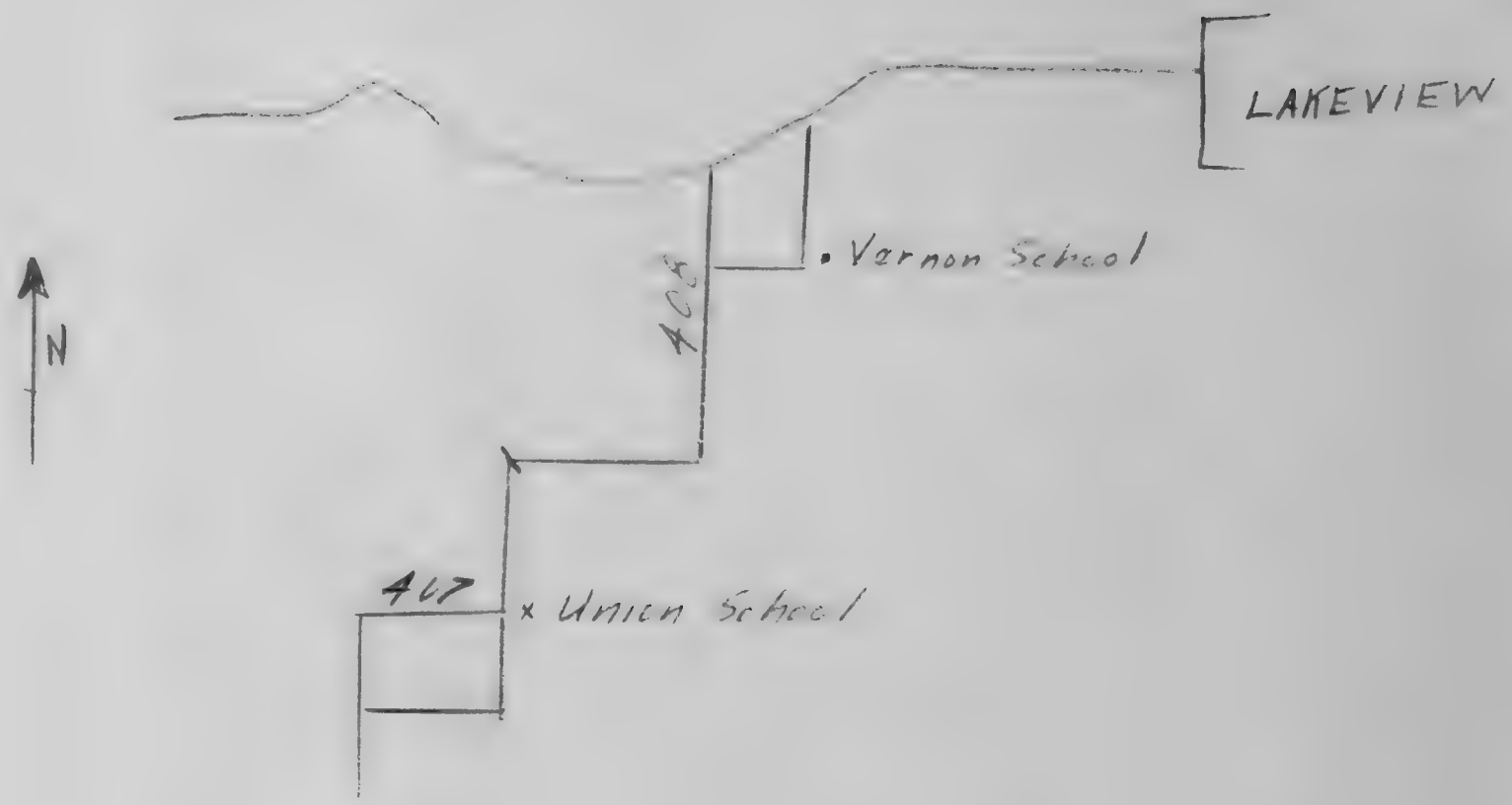
I was talking to the Forest Supervisor and he tells me there is about one hundred million feet of privately owned timber and bout the same amount of Government timber that probably will be transported over this road and it will need a good heavy oil job to hold this kind of traffic and be as good as our highway west.

Very truly yours,

(sgd) J. R. Heckman,
County Judge

COPY

NOTED
J. F. HAGEMANN



Approved Fed. Aid Rte. No. 8(3)

Proposed changes in FAS route shown in Blue

Sheet 7 General Hwy Map of Lake Co.

M E-123X 10M 2-48

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

December 1, 1948

RECEIVED
DEC 2 1948
ENGINEER
COUNTY & CITY RELATIONS

County Court of Lake County
Lakeview, Oregon

Gentlemen:

In considering the construction program for the years 1949 and 1950, the Highway Commission is considering, among other projects, the surfacing of the Goose Lake West Side County Road, which is FAS Nos. 407 and 408. The length of the two sections is approximately 10.2 miles, and is estimated to cost $100,000.

As this road is not on the State Highway System, the Commission will consider its improvement with State and Federal funds on y in the event that necessary rights of way will be acquired by the County without cost to the State. A minimum 60-foot right of way will be required on existing locations. Where a new route is selected, requiring the purchase of all new rights of way, the minimum right of way required would be 80 feet, but existing rights of way with a minimum of 60 feet will be accepted on existing roads, unless additional width is necessary for slopes or drainage.

Mr. Forrest Cooper, City and County Relations Engineer, or his representative, will contact you shortly and go over the project and endeavor to answer any questions you may have with regard to the project. After this visit, would appreciate an answer from you.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Forrest Cooper

NOTED
FORREST COOPER

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL

DAS-7

Salem, Oregon
February 26, 1948

Mr. W. E. Chandler
Division Highway Engineer
Bend, Oregon

Dear Sir:

Reference is made to a letter of February 6 sent you by Mr. J. S. Sawyer, Resident Engineer at Lakeview, in connection with the proposed survey in Lake County, west of Lakeview, in the vicinity of West Side.

I also have a letter from the county court, received Tuesday, asking that the Federal Secondary Highway System be changed as indicated on the map which I am returning to you; that is, the two sections of route which are marked "Not Approved by P.R.A.", they request be used.

Inasmuch as the county intends to pay for the improvement, and after discussing it with Tom Davis' office in Portland, I see no reason why we should not make the survey as the court requests, and the court can then proceed with construction as they see fit.

The court requested that I ask the Public Roads Administration to change the Federal Aid Secondary Highway System to include the two sections which they desire to build.

This takes considerable time, and inasmuch as no Federal funds are being expended at the present time, in my opinion it would be better to survey the route as requested by the court, and when graded and surfaced we can then ask the Public Roads Administration to include these two units as a part of the Federal Aid Secondary System, also leaving upon the system the sections marked "Approved Routes" on the map.

In other words, proceed with the survey as requested by the court.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:mc
Encl.

cc Mr. H. C. Smith

February 26, 1948

Honorable J. R. Heckman
County Judge of Lake County
Lakeview, Oregon

My dear Judge:

I wish to acknowledge receipt of your letter of February 11 with regard to making changes in the Federal Aid Secondary Highway System as it was approved by the Public Roads Administration.

This is quite an undertaking in order to get changes in routing approved, and inasmuch as no Federal funds are being expended at the present time on the survey or construction which the county proposes, I have written to Mr. W. E. Chandler requesting that the survey be made as you request.

After the surveys have been made and the road graded and surfaced, we will take new traffic counts in the area and request the Public Roads Administration to approve the routes which you indicate.

The sections of road which the Public Roads Administration have already approved as a part of the Federal Aid Secondary System will undoubtedly remain on the system, as it will be difficult to get the Public Roads Administration to remove them, at least for the time being.

I have, however, no doubt that we can get the two sections approved when the grading and surfacing have been completed.

I am returning to you the small map of Lake County which you sent in.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

OC:mc
Encl.
cc Mr. W. E. Chandler

Oscar Cutler
Engineer, County and City Relations

J. R. HECKMAN
COUNTY JUDGE
ROY MOREHOUSE
COMMISSIONER
P. W. HOTCHKISS
COMMISSIONER
GENEVIEVE HANKS
CLERK
HENRY A. CASIDAY
SHERIFF

LAKE COUNTY
STATE OF OREGON

LAKEVIEW, OREGON

C. H. LANGSLET
ASSESSOR
HARVEY R. SANDERS
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.
JAMES H. OUSLEY
CORONER

February 11, 1948

Mr. Oscar Cutler
State Highway Commission
Salem, Oregon

Dear Sir:

The road designated for the Federal program by the Federal Road Administration is not the one that the County Court had designated to start their program on. The road that we planned and designated to start on is as follows:

"Starting 4.0 miles West of the Lakeview City Limits on the Klamath-Falls-Lakeview Highway and running on County Roads #407 and #408 South 1.5 miles; thence West 1.0 miles; thence South 2.0 miles; thence West 2.0 miles; thence South 2.5 miles; thence West 1.5 miles; thence South 1.0 miles. A Total of 11.5 miles."

The reasons for starting there is that this is the regular mail route; there is by far more travel on this road and it is the best road. There is also much more travel on this road than on the section that they have designated from the Highway to the Gibbins corner.

If it is at all possible to have this changed to the road that we have designated, we would greatly appreciate it. We feel that the road that we have chosen and planned to build will be far more advantageous to the community than the other.

Yours truly,
J. R. Heckman
Lake County Court
J. R. Heckman,
Judge.

RECEIVED
FEB 24 1948
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30 25M 9-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Lakeview, Oregon
February 6, 1948

RECEIVED
FEB 11 1948
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

SUBJECT:

To:
Mr. W.E. Chandler
Division Engineer
Oregon State Highway Department
Bend, Oregon

Dear Sir:

In regard to the letter from Mr. Oscar Cutler of Jan. 30, 1948 I assume that the location of County Roads #407 & #408 would be on the cross hatched lines shown on the enclosed print as approved by the P.R.A., however the line shown solid on the print is the line desired by the Lake County Court.

Judge Heckman informs me that the solid line was the original route asked for by the County Court and that under all probability the difference in the routes is due to the original being marked on a xxxxx map drawn to a scale which would be diffucult to determine the exact location.

I am enclosing the original map as handed to me by Judge Heckman.

The County Court is interested in having the road located as per the solid line because that is the present route of the school bus and it will also serve the most people in the locality.

The County Court is preparing a letter to Mr. Cutler asking that the alignment be changed to that shown by the solid line on the print or an alternate plan which cuts about two miles off the South end of the survey and makes a double connection onto the Klamath Falls - Lakeview Highway. I have asked the County Court to send a copy of the letter to Mr. Cutler to your office.

To date no work has been done on the portions of the line which might conflict as to location. The line from the West Side Store North 1½ miles has partially been established from field notes ect. from survey made by J.T. Burch in 1941.

orig Oscar Cutler

Very truly yours,
J.S.Sawyer
J.S.Sawyer
Resident Engineer

NOTED
J. F. HAGEMANN

NOTED
Harold [illegible]

RECEIVED
FEB 16 1948
ENGINEER
COUNTY & CITY RELATIONS

FAS - Lake County

Salem, Oregon
January 30, 1948

Mr. W. E. Chandler
Division Highway Engineer
Bend, Oregon

Dear Sir:

Reference is made to your letter of January 27 with regard to FAS Nos. 407 and 408 in Lake County.

I am returning to you the map which accompanied your letter, and have indicated thereon that the roads cross hatched on the map are the Federal Aid Secondary Highways as approved by the Public Roads Administration.

The two sections indicated on the map in solid line were not approved by the Public Roads Administration. Therefore, the routes suggested by the county court are the approved routes.

The map which you sent in was evidently a copy of the original roads suggested to the Public Roads Administration for their approval.

I presume that Mr. Sawyer is making a survey as requested by the county, and I believe the survey is authorized by the Highway Commission.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:me

Encl.

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 27, 1948

SUBJECT: Highways No. 407 and 408

To: Mr. Oscar Cutler
County and City Relations Engineer
State Highway Department
Salem, Oregon

Dear Sir:

On a trip to Lakeview I picked up the accompanying map from our Resident Engineer, Josh Sawyer. Please note the cross hatches on highways 408 and 407. These are changes that the County wish made in these roads. I think this matter has been taken up with your office. Will you please advise if this is in accordance with your wishes.

Very truly yours,

WM. E. CHANDLER

WEC:me

RECEIVED
JAN 28 1948
ENGINEER
COUNTY & CITY RELATIONS

FORM E 1258

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
SEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 18, 1947

Oregon State Highway Commission

Gentlemen:

The Lake County Court, through Oscar Cutler, has requested the State to make a survey of Federal Aid Secondary Highways Nos. 447 and 448, which sections are west of Goose Lake. The County has some monies available for work on these two sections of Federal Aid Secondary roads and wishes the roads to be surveyed so they can do the grading work with their own equipment.

It is not certain that we will have personnel available to do this work, but if we can find time to do the work during the winter months I recommend that the request of the County Court be approved. As these roads are on the Federal Aid Secondary system it is recommended that the State bear the expense of the surveys which are estimated to cost $5,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith
Oscar Cutler

NOTED
JOHN W CATTRALL

RECEIVED
NOV 20 1947
ENGINEER
COUNTY ROAD WORKS

NOTED
Harold [illegible]

NOTED
J. F. HAGEMANN

BEN, P. CHANDLER, NEWBERG
KLAMATH FALLS
A. M. SCHANLEY, MEMBER
PORTLAND, CHAIRMAN
T. H. BANFIELD
COMMISSIONERS

DLS - Lake County

Salem, Oregon
November 10, 1947

Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Last spring, the Lake County Court took up with me and requested that the state make a survey for them of a section of Federal Aid Secondary Highways on the west side of Goose Lake, stating they desired to grade and surface these roads according to standards required by the state, with the expectation that at some future time, when Federal Aid Secondary Funds were available, the road be oiled.

I explained to them at that time that our engineering crews were very busy, and that it was doubtful whether we could assign anyone from the Engineering Department to make the location survey for them.

Last week, when I was at Lakeview, the county renewed its request, and I advised them that I would forward their request, together with a map showing the roads which they were requesting be surveyed.

I informed the court that it was still doubtful whether or not any survey crews were available, but that this matter would be presented for consideration.

I am attaching hereto two copies of a map, showing the roads which the county requests be surveyed.

When engineering crews are available, I would recommend that the survey be made for the county, as they have funds available to make the improvements.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:me
Encl.

R 16 E.
R 17 E.
R 18 E.
R 19 E.
T 39 S.
42°20'
KLAMATH COUNTY
Sprague River
Buckboard Cr.
Sprague
Potholes
Creek
Whitworth
Creek
Coleman
Rim
Creek
Creek
Quartz Valley
Butte
North Butte
Quartz Mtn Pass
Highest Elevation
in the
Oregon State
Highway System
5504'
To Klamath Falls
293
Logging Railroads
Balance of Alignment
Not Determined
Quartz Butte
QUARTZ MOUNTAIN
Indian Creek
REFUGE
321
66
Drews
Creek
Razor Back Ridge
Shoestring
Shoestring Cr.
Shoestring
FOREST
Mesman
Augur
Creek
7925'
Cougar Peak
Shingle
Mill
Creek
Thomas
Creek
Cottonwood
Creek
Cold
Creek
Creek
Howard
Creek
353
Creek
Grizzly Peak
Heidenstein
Creek
Cottonwood
Cottonwood
Creek
LOFTON LAKE
HEART LAKE
Fishhole Mtn.
BIG SWAMP
Fishhole
Creek
GAME
NATIONAL
Chandler
Creek
LAPHAM RES
Dent
DAVIS LAKE
Lapham Cr.
Upper Creek
Creek
VISTILLAS
Creek
Creek
Mudd
Creek
La Stour Cr.
DREWS
Fish
Antelope
Creek
El 5308
406
415
462
490
551
CANAL
573
573
20
17
11
8
6
5
3
2
0

FOREST
NATIONAL
FOREST
LAKEVIEW
COTTONWOOD RES.
CANAL
Shoestring
Cougar Peak
Grizzly Peak
Collinwood
Horsensteln
Snyder
Thomas
Hill
Bauer's
Shoestring
R 18 E
R 19 E
R 20 E
R 21 E
T 38 S
T 39 S
30
20
Creek
Canyon
Ditch
Road

VISTILLAS

DEER

FREMONT

MULE

RESERVOIR

WEST SIDE

STRAWBERRY RESERVOIR

Strawberry Butte

Barry Point

Dog Mtn 6935'

Horseshoe

DOG LAKE

ALBERTSON RESERVOIR

Brushy Mtn

Onion Knoll

Castle Rock

YOCUM

Hart Mtn

Fork

North

Dry

McCoin

Fitzwater

CANAL

SOUTH

KLAMATH COUNTY T. 41 S.

42°00

MODOC COUNTY

R. 16 E.

R. 17 E.

R. 18 E.

R. 19 E.

MODOC NATIONAL FOREST

C A L I F O R N I A

LEGEND

- PRIMARY ROAD
- UNIMPROVED ROAD
- GRADED AND DRAINED ROAD
- SOIL SURFACED ROAD
- GRAVEL SURFACED ROAD
- BITUMINOUS SURFACED ROAD
- PAVED ROAD
- BRIDGE (GENERAL)
- DRAWBRIDGE
- SUSPENSION BRIDGE
- BRIDGE - ARCH
- BRIDGE - TRUSS (W-WOOD, S-STEEL, C-GIRDER)
- FERRY (F-FREE FERRY, T-TOLL FERRY)
- FORD

- FARM UNIT
- DWELLING (OTHER THAN FARM)
- GROUPS OF DWELLINGS CLOSELY SPACED
- STORE OR SMALL BUSINESS ESTABLISHMENT
- TOWNHALL, GRANGE OR COMMUNITY HALL
- HOTEL
- CHURCH OR OTHER RELIGIOUS INSTITUTION
- SCHOOL OR OTHER EDUCATIONAL INSTITUTION
- CORRECTIONAL INSTITUTION
- HOSPITAL
- FACTORY OR OTHER INDUSTRIAL PLANT
- LAMP OR LODGE
- SAWMILL (STATIONARY)
- RADIO STATION

- POWER PLANT
- MINE, QUARRY OF ANY KIND OR OPEN CUT
- FOREST SERVICE LOOKOUT OR GUARD STATION
- PUMPING OR PUMPING STATION
- GOLF COURSE OR COUNTRY CLUB
- ATHLETIC FIELD OR AMUSEMENT PARK
- SMALL PARK (S.P.-STATE, C.P.-CO., M.P.-MUN.)
- FAIRGROUNDS, RACE COURSE OR SPEEDWAY
- CEMETERY
- STATE CAPITAL
- COUNTY SEAT
- OTHER CITIES WITH POST OFFICE
- UNITED STATES HIGHWAY SYSTEM

- FA FEDERAL AID HIGHWAY SYSTEM
- FAS FEDERAL AID SECONDARY HIGHWAY SYSTEM
- 99 STATE HIGHWAY SYSTEM
- RAILROAD GRADE CROSSING
- RAILROAD ABOVE ROAD
- RAILROAD BELOW ROAD
- RAILROAD STATION
- SWAMP OR MARSH
- DOCK, PIER OR LANDING
- IRRIGATION DITCH
- DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
- COMMERCIAL OR MUNICIPAL AIRPORT
- MARKED AUXILIARY LANDING FIELD
- EMERGENCY LANDING FIELD

N

ARRANGEMENT OF SHEETS

LAKE COUNTY

OREGON STATE

IN COO

U. S. DEPARTME

BUREAU

DAT

STATE-WIDE HIGH

RE

120° 50'

40'

RESERVOIR

WEST SIDE

GOOSE LAKE

FREMONT

NEW PINE CREEK

MODOC COUNTY

MODOC NATIONAL FOREST

CALIFORNIA

R 18 E

R 19 E

R 20 E

R 21 E

T 41 S

T 42 S

N

ARRANGEMENT OF SHEETS FOR LAKE COUNTY

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939

GENERAL HIGHWAY MAP
LAKE COUNTY
OREGON

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

SHEET 7 OF 9 Polyconic Projection

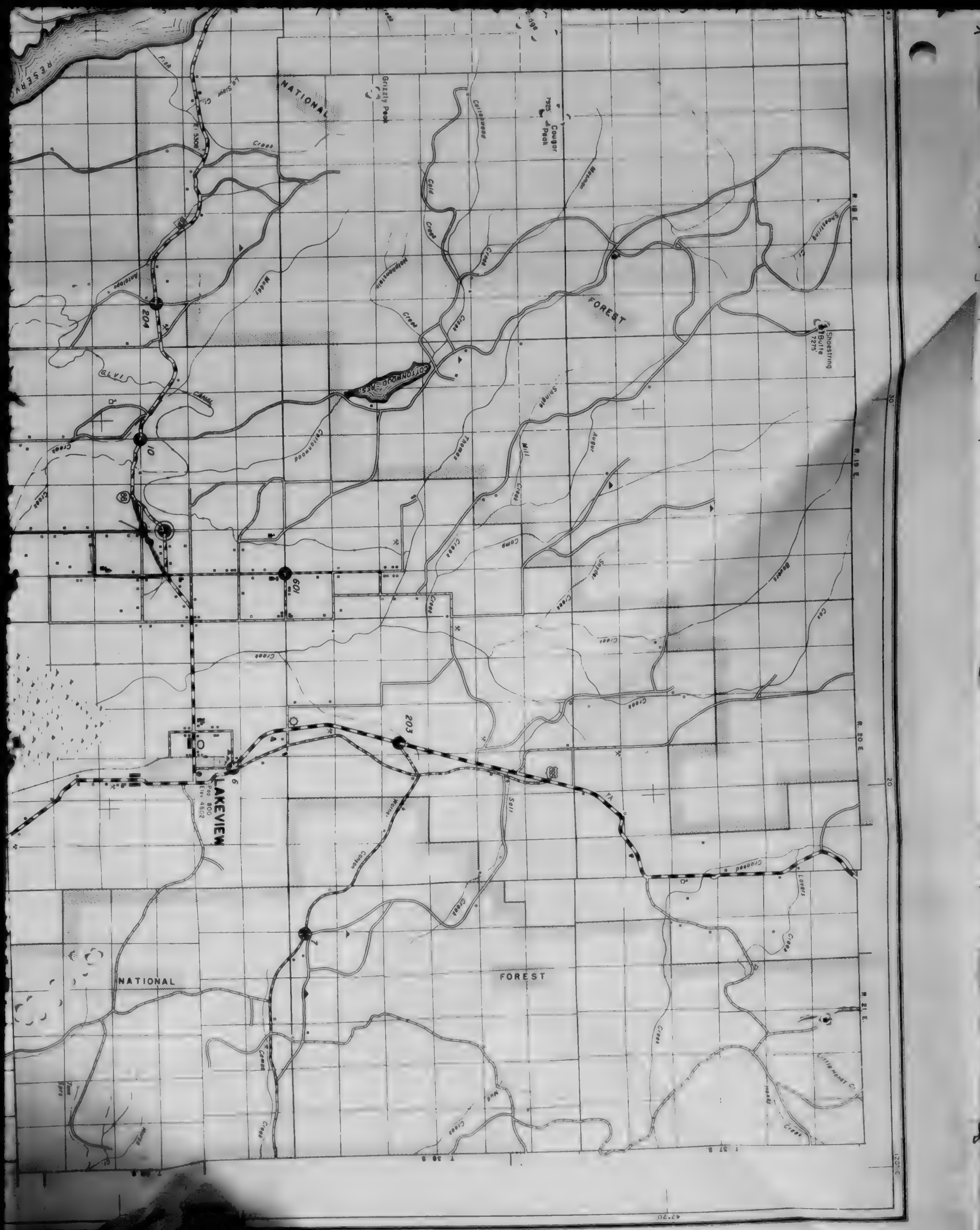
NOVEMBER, 1936 LAKE COUNTY OREGON 19

Station 19-B

Location: At Junction of ORE66 and County Road to Westside, 5.0 Miles West of Lakeview City Limits.

Year	Direction From Station: Lakeview Pass. Cars	Lakeview Commercial Vehicles	Lakeview Total	Klamath Falls Pass. Cars	Klamath Falls Commercial Vehicles	Klamath Falls Total	Westside Pass. Cars	Westside Commercial Vehicles	Westside Total
1936-37	278	120	398	207	98	305	75	21	96
1938	281	165	446	218	135	353	81	35	116
1939	307	152	459	236	127	363	76	29	105
1940	343	136	479	294	122	416	58	18	76
1941	455	187	642	399	164	563	70	29	99
1942	303	133	436	255	123	378	52	18	70
1943	213	191	404	182	173	355	55	31	86
1944	231	213	444	191	179	370	46	37	83
1945	274	148	422	230	116	346	52	34	86
1946	349	166	515	271	125	396	87	47	134
1947	550	251	801	324	116	440	210	158	368

RESERVOIR
DAM
NATIONAL
FOREST
GAME
REFUGE
Grizzly Peak
Cougar Peak
Shoestring Butte
Quartz Mountain
Fishhole Mtn.
Razor Back Ridge
Rim
Colemon
Whitworth
Sprague
Bonanza
Klamath County
Davis Lake
Big Swamp
Heart Lake
Loftin Lake
Cottonwood Res.
Quartz Mtn Pass
Highest Elevation
in the
Oregon State
Highway System
5304'
Quartz Valley Butte
North Butte
Quartz Butte
Logging Railroads
Evidence of Alignment
Not Guaranteed
Quartz Butte
Soil Spr
Deer
Creek
Canal
Lava
Cinder
Cutthroat
Trapper
Snake
Thomas
Snyder
Augur
Mill
Bunker
Gas
Cold
Hoover
Diggs
Dent
Lapham
Flats
Fisher
Beaver
Antelope
Horsehead
Shoestring
Chemult
Lost Slew
Cottonwood
Coldwater
Tenmile
Bear
Indian
Spring
Meadow
Walker
Fish


LAKEVIEW
Pop 800
Elev 4802
NATIONAL
FOREST
Grizzly Peak
Cougar Peak
Shoestring Butte
7275
COTTONWOOD RES.
Fish
Creek
Antelope
Cottonwood
Camas
Snyder
Trimmer
Mill
Hogue
Comp
Strout
Beaver
Coal
Crossed
Lovers
Little Honey C.
Honey
Mud
Spring
Canyon
Soil
Bullfrog
Shoestring
Horsehead
Whitehorse
Meadow
Coldwater
Mountain
Wagner
Bridge
Cabin
Gulch
Dry
Sand
Rock
Willow
Bear
Deer
Cow
Horse
Sheep
Goat
Pig
Chicken
Duck
Goose
Turkey
Fox
Wolf
Bear
Lion
Tiger
Elephant
Giraffe
Zebra
Monkey
Gorilla
Kangaroo
Koala
Panda
Penguin
Polar
Arctic
Antarctic
Equator
Tropic
Cancer
Capricorn
Hemisphere
Northern
Southern
Eastern
Western
Central
Upper
Lower
Middle
Inner
Outer
Big
Small
Little
Long
Short
Wide
Narrow
Deep
Shallow
Hot
Cold
Warm
Cool
Dry
Wet
Rain
Snow
Ice
Frost
Fog
Cloud
Sun
Moon
Star
Planet
Earth
Sky
Air
Wind
Storm
Thunder
Lightning
Rainbow
Weather
Climate
Season
Spring
Summer
Autumn
Winter
Fall
Harvest
Seed
Plant
Grow
Flower
Tree
Leaf
Root
Branch
Trunk
Bark
Wood
Forest
Jungle
Desert
Mountain
Hill
Valley
Canyon
Cliff
Rock
Stone
Sand
Dust
Mud
Clay
Soil
Earth
Ground
Land
Water
Ocean
Sea
Lake
River
Stream
Creek
Brook
Pond
Swamp
Marsh
Bog
Island
Peninsula
Coast
Shore
Beach
Bay
Gulf
Strait
Channel
Harbor
Port
Dock
Pier
Wharf
Boat
Ship
Sail
Oar
Paddle
Anchor
Rope
Net
Hook
Bait
Fish
Catch
Trap
Cage
Pen
Fence
Gate
Wall
Roof
Floor
Door
Window
Chair
Table
Bed
Lamp
Clock
Book
Pen
Paper
Ink
Desk
Shelf
Box
Bag
Basket
Bottle
Cup
Plate
Bowl
Spoon
Fork
Knife
Pot
Pan
Oven
Stove
Sink
Tap
Soap
Towel
Brush
Comb
Mirror
Razor
Shave
Wash
Clean
Dirty
Dress
Shirt
Pants
Coat
Hat
Shoe
Sock
Glove
Belt
Button
Zip
Tie
Suit
Uniform
Work
Play
Game
Sport
Ball
Bat
Net
Goal
Score
Win
Lose
Team
Player
Coach
Referee
Field
Track
Race
Run
Walk
Jump
Throw
Catch
Kick
Hit
Swim
Dive
Float
Sink
Row
Paddle
Sail
Ride
Drive
Fly
Land
Crash
Park
Garage
Road
Street
Avenue
Lane
Drive
Court
Place
Square
Circle
Bridge
Tunnel
Path
Trail
Track
Route
Map
Guide
Sign
Signal
Light
Dark
Shadow
Color
Red
Blue
Green
Yellow
Orange
Purple
Pink
Brown
Black
White
Gray
Silver
Gold
Metal
Iron
Steel
Copper
Brass
Tin
Lead
Zinc
Aluminum
Plastic
Rubber
Glass
Paper
Cloth
Leather
Wool
Cotton
Silk
Nylon
Fiber
Thread
Needle
Sew
Knit
Weave
Dye
Paint
Brush
Roller
Spray
Coat
Layer
Thick
Thin
Wide
Narrow
Long
Short
Tall
Low
High
Deep
Shallow
Heavy
Light
Strong
Weak
Hard
Soft
Rough
Smooth
Sharp
Dull
Hot
Cold
Warm
Cool
Dry
Wet
Clean
Dirty
Full
Empty
Open
Close
Lock
Key
Door
Window
Gate
Fence
Wall
Roof
Floor
Ceiling
Room
House
Home
Family
Father
Mother
Son
Daughter
Brother
Sister
Child
Baby
Boy
Girl
Man
Woman
Person
People
Friend
Neighbor
Stranger
Guest
Host
Visit
Meet
Greet
Say
Tell
Ask
Answer
Speak
Talk
Listen
Hear
Sound
Noise
Quiet
Loud
Music
Song
Sing
Play
Instrument
Piano
Guitar
Violin
Drum
Flute
Trumpet
Horn
Bell
Whistle
Radio
Television
Phone
Call
Message
Letter
Mail
Post
Stamp
Envelope
Address
Name
Number
Count
Add
Subtract
Multiply
Divide
Equal
Less
More
Most
Least
Many
Few
Some
All
None
Every
Each
Other
Another
Same
Different
Like
Love
Hate
Fear
Hope
Wish
Want
Need
Give
Take
Get
Keep
Lose
Find
Look
See
Watch
Read
Write
Draw
Paint
Color
Picture
Photo
Camera
Film
Develop
Print
Copy
Paste
Cut
Tear
Fold
Bend
Break
Fix
Repair
Build
Make
Create
Design
Plan
Think
Know
Learn
Teach
Study
School
Class
Lesson
Test
Grade
Pass
Fail
Work
Job
Boss
Worker
Office
Factory
Shop
Store
Buy
Sell
Pay
Cost
Price
Money
Coin
Bill
Bank
Account
Save
Spend
Rich
Poor
Free
Busy
Lazy
Tired
Rest
Sleep
Dream
Wake
Eat
Drink
Food
Meal
Breakfast
Lunch
Dinner
Supper
Snack
Hungry
Thirsty
Full
Taste
Sweet
Sour
Salt
Bitter
Spicy
Fresh
Rotten
Cook
Bake
Fry
Boil
Roast
Grill
Stir
Mix
Pour
Serve
Table
Chair
Plate
Cup
Glass
Bowl
Spoon
Fork
Knife
Napkin
Menu
Order
Waiter
Restaurant
Cafe
Kitchen
Garden
Grow
Plant
Seed

VISTILLAS

FREMONT

WEST SIDE

YOCUM

Dog Mtn. 6935

Barry Point

STRAWBERRY RESERVOIR

ALBERTSON RESERVOIR

Brushy Mtn.

Onion Knoll

Castle Rock

Fitzwater Point

Hart Mtn.

Willow Camp Spr

Salt Spr

DEER

MULE

DOG LAKE

OREWS RESERVOIR

204

10

66

603

El 5308'

Upper Creek

Fish Creek

Antelope Creek

Horseshoe Creek

McCoin Creek

Dry Creek

Fork

North

South

CANAL

T. 41 S.

R. 16 E.

R. 17 E.

R. 18 E.

R. 12 E.

42°00

120°30'

40'

30'

MODOC COUNTY

KLAMATH COUNTY

MODOC NATIONAL FOREST

MODOC NATIONAL FOREST

C A L I F O R N I A

N

LAKE

GOOSE

STATION SYMBOLS

BLANKET COUNT STAT

KEY STATION

LOADOMETER STATION

PIT SCALE STATION

AUTOMATIC TRAFFIC

LEGEND

POWER PLANT

MINES

GRAVEL, QUARRY OF ANY KIND OR OPEN CUT

FOREST SERVICE LOOKOUT OR RANGER STATION

GAGING OR PUMPING STATION

GOLF COURSE OR COUNTRY CLUB

ATHLETIC FIELD OR AMUSEMENT PARK

SMALL PARK (S.P-SEMI, C.P-CO, N.P-NORA)

RACE COURSE OR SPEEDWAY

CEMETERY

STATE CAPITAL

COUNTY SEAT

OTHER CITIES WITH POST OFFICE

UNITED STATES HIGHWAY SYSTEM

F.A. FEDERAL AID HIGHWAY SYSTEM

F.A.S. FEDERAL AID SECONDARY HIGHWAY SYSTEM

STATE HIGHWAY SYSTEM

RAILROAD GRADE CROSSING

RAILROAD ABOVE ROAD

RAILROAD BELOW ROAD

RAILROAD STATION

TUNNEL OR MINE

DOCK, PIER OR LANDING

IRRIGATION DITCH

DEPARTMENT OF COMMERCE AIRWAYS FIELD

COMMERCIAL OR MUNICIPAL AIRPORT

MARKED AUXILIARY LANDING FIELD

EMERGENCY LANDING FIELD

ARRANGEMENT OF SHEETS FOR LAKE COUNTY

2 1
3 4
6 5 9
7 8

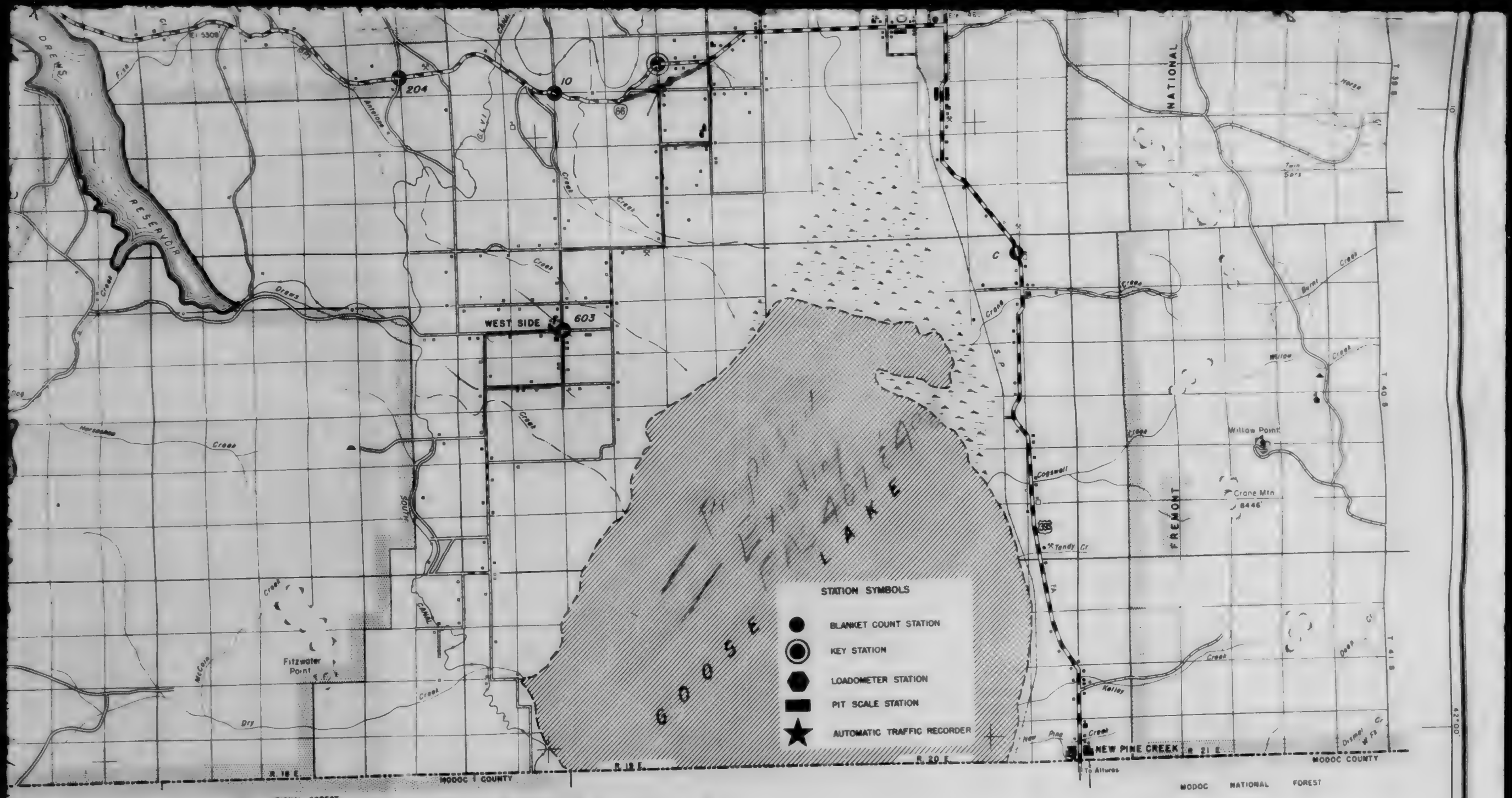
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURV

SCALE

1 0 1 2 3 4 Miles

1936

BASIC DATA AS OF NOVEMBER, 1936 — TRAFFIC STATIONS AS OF DEC 31, 1937.


DREWS RESERVOIR
Drews Creek
Fish Creek
Antelope Creek
C.V.I. CANAL
204
10
66
Crane Creek
Crane Creek
Crane Creek
WEST SIDE
603
Crane Creek
Horsehead Creek
SOUTH CANAL
Crane Creek
Fitzwater Point
McCoy Creek
Dry Creek
R. 19 E.
MODOC 1 COUNTY
MODOC NATIONAL FOREST
GOOSE LAKE
R. 20 E.
NATIONAL
Horse Creek
Twin Spgs
Burnt Creek
Crane Creek
Willow Creek
Willow Point
Cogswell
Crane Mtn
8446
FREMONT
Tandy Cr
Crane Creek
Kelley Creek
New Pine Creek
Dismal Cr
NEW PINE CREEK
To Alturas
R. 21 E.
MODOC COUNTY
MODOC NATIONAL FOREST
T. 39 S.
T. 40 S.
T. 41 S.
C A L I F O R N I A
N
STATION SYMBOLS
BLANKET COUNT STATION
KEY STATION
LOADOMETER STATION
PIT SCALE STATION
AUTOMATIC TRAFFIC RECORDER
FA FEDERAL AID HIGHWAY SYSTEM
FAS FEDERAL AID SECONDARY HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
TUNNEL OR UNDERPASS
RIVER, POND OR LAKE
IRRIGATION DITCH
DEPARTMENT OF COMMERCE CLASSIFIED FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
2 1
3 4
6 5 9
7 8
ARRANGEMENT OF SHEETS FOR LAKE COUNTY
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
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BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY
SCALE
1 0 1 2 3 4 Miles
1936
BASIC DATA AS OF NOVEMBER, 1936 — TRAFFIC STATIONS AS OF DEC 31, 1937
TRAFFIC STATION MAP
LAKE COUNTY
OREGON
SHEET 7 OF 9 Polyconic Projection
40' 30' 20' 120°10'

FORM S-1 BX SM 5-45

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. S. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

May 20, 1946

Honorable J. R. Heckman
County Judge of Lake County
Lakeview, Oregon

Dear Judge:

With regard to Lake County's request that an engineering party be assigned to make a survey of the West Side road from the Klamath Falls-Lakeview Highway southerly via West Side to the California line:

Please be advised that it is probable that a survey party can be organized some time in July of this year, to make the survey which you requested.

The organization of such a party is contingent upon the ability of the State Highway Department to secure the necessary personnel.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

cc Mr. Oscar Cutler

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

DISTRICT II
1687 RIVERSIDE DRIVE
REDDING, CALIFORNIA

May 8, 1946

PLEASE REFER TO FILE NO.

II-FS General

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to Mr. Cutler's inquiry of May 3, in regard to the action taken by Modoc County and the Public Roads Administration relative to the inclusion in the Federal Secondary System in California that road in Modoc County which extends southerly from the Oregon line along the west side of Goose Lake.

In selecting roads to be included in the Federal Secondary System, Modoc County did not consider this road and it was not presented to the Public Roads Administration for approval.

Very truly yours,

F. W. Haselwood

F. W. Haselwood
District Engineer

REFERRED TO
Cutler
By [illegible]

RECEIVED
MAY 10 1946
OREGON
STATE HIGHWAY COMMISSION

345
Lake Co.

May 3, 1946

Mr. F. W. Haselwood
District Engineer
Department of Highways
State of California
Redding, California

Dear Mr. Haselwood:

When the meeting on October 9 and 10, 1945 was held in Klamath Falls, at which time matters in connection with proposed Federal Aid Secondary Highways were discussed by representatives of the Klamath County Court and the Siskiyou County supervisors, I believe that it was mentioned that Modoc County would request designation of a road along the west side of Goose Lake from some point in Modoc County to the Oregon-California line south of West Side in Lake County.

The Oregon Highway Commission submitted to the Public Roads Administration a request that the road extending from the Klamath Falls-Lakeview Highway southerly via West Side to the Oregon-California line be placed on the Federal Aid Secondary Highway System.

The Public Roads Administration approved designation of this road to a point about three miles south of West Side, and I am interested in learning whether or not designation of the road in California was requested and whether it was approved by the Public Roads Administration.

Lake County in Oregon has expressed a desire to start improvement of this road in Lake County from the Klamath Falls-Lakeview Highway southerly to the California line, using their own county funds, in view of the fact that none of the Federal Aid Secondary funds can be made available for this road in the first three-year program.

I would appreciate it very much if you could advise me whether the road was designated in Modoc County.

With kindest personal regards, I remain,

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

OC:me

JAS
Lake

Salem, Oregon
May 3, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Last week I called on the County Court of Lake County at Lakeview and discussed with them their verbal request that the state make a survey of a road beginning on the Klamath Falls-Lakeview Highway approximately 4½ miles west of Lakeview and extending southerly via West Side down the west side of Goose Lake to the California line.

Their request is as follows: That the State Highway Commission assign a survey party to make a location of this road so that the county could then proceed to grade, to Federal Aid Secondary standards, and place a base course surfacing, to Federal Aid Secondary standards, on this road, expecting that itwould take them two or three years, and if at that time there were Federal Aid Secondary funds available they would request the State and Federal Government to place an oil mat wearing surface upon the road. If Federal Aid Secondary funds were not available at that time, the county would then proceed with an oil mat surfacing themselves. It is their hope, however, that Federal Aid Secondary funds can be made available in about three years for the oil mat surface of the road.

The entire length of the road which they request is 18.7 miles and traverses an irrigated section which is now in cultivation, and many of the holdings are being further subdivided and additional settlers moving in.

I have made no attempt to estimate what the cost of the project would be, as this no doubt should be left to be determined by survey.

The court also advised that the entire section need not be surveyed at this time, but at least half of the project.

I have attached a map on which I indicate some sections that were not approved as a part of the Federal Aid Secondary System by the Public Roads Administration. The entire section indicated on the map was requested by the county and the Commission, but approval on a portion of it has been deferred by the Public Roads Administration for further supporting data. I am confident that supporting data can be secured which will show the necessity and the advisability for this project.

R 16 E

R 17 E

R 18 E

R 19 E

KLAMATH COUNTY

Sprague

River

Beaver Cr

Paina Creek

Whitworth

Quartz Valley

Butte

North Butte

Quartz Mtn Pass
Highest Elevation
in the
Oregon State
Highway System
5504'

Logging Railroads
Balance of Alignment
Not Determined

Quartz Butte

QUARTZ MOUNTAIN

to Klamath Falls

189

Indian Creek

REFUGE

97

66

Coleman Rim

Creek

Razor Back Ridge

Cougar Peak

7925

Mesmer

FOREST

Augur

Snyder

Creek

Camp

Cottonwood

Creek

Thomas

Creek

Howard

Creek

Grizzly Peak

Chandler

Creek

Cottonwood Res

Cottonwood

Creek

Meadow

LaSaur Cr

El 5308

Antelope

Canal

T 30 S

T 31 S

OFTON LAKE

HEART LAKE

Fishhole Mtn

BIG SWAMP

Fishhole

GAME

LAPHAM RES

Lapham Creek

DAVIS LAKE

Deer

Creek

Upper Deer Creek

VISTILLAS

Salt Spr

DEER

DREWS

RESER

NATIONAL

Approx
2.5 M.

F.A.S. 408
4.0 Miles

R 18 E
R 19 E
R 20 E
R 21 E
T 37 S
T 38 S
FOREST
NATIONAL
LAKEVIEW
Pop. 2466
Elev. 4802
Cougar Peak
Grizzly Peak
Spoestring Cr.
Bowers Creek
Lovers Creek
Augur Creek
Snyder Creek
Camp Creek
Thomas Creek
Cottonwood Creek
Horsethief Creek
Warner Canyon
Camas Creek
Horse Creek
Mudget Creek
Cottonwood Res.
CANAL
Approval Deferred by P.R.A.
2.5 miles
F.A.S. 408.
4.0 Miles

VISTILLAS

DEER

FREMONT

MULE

RESERVOIR

STRAWBERRY RESERVOIR

Strawberry Butte

Barry Point

Dog Mtn. 6935'

Horseshoe

ALBERTSON RESERVOIR

Castle Rock

YOCUM

WEST SIDE

Approval Deferred by
2.5 Miles

F.A.S. 408
4.0 Miles

F.A.S. 407
1.5 Miles

F.A.S. 407
1.0 Miles

Approval Deferred by F.A.
7.2 Miles

GOOSE

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1936-37 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

KLAMATH COUNTY

MODOC COUNTY

MODOC NATIONAL FOREST

MODOC NATIONAL FOREST

MODOC COUNTY

C A L I F O R N I A

R. 16 E.

R. 17 E.

R. 18 E.

R. 19 E.

T. 41 N.

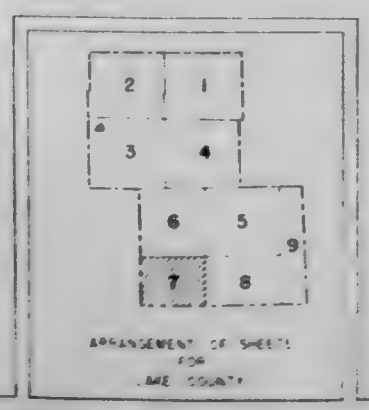
T. 40 N.

42°30'

120°50'

LEGEND

N



ARRANGEMENT OF SHEETS FOR LAKE COUNTY

PREPARED BY THE
OREGON STATE HIGHWAY DEPA
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRIC
BUREAU OF PUBLIC ROAD
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNI

SCALE

1936
REVISED 1939

Approval Deferred by P.R.A.
2.5 Miles

F.A.S. 408
4.0 Miles

F.A.S. 407
1.5 Miles

WEST SIDE

Approval Deferred by P.R.A.
2.5 Miles

F.A.S. 407
1.0 Miles

Approval Deferred by P.R.A.
7.2 Miles

TRAFFIC VOLUME

PARALLELING ROAD BAND ARE THE
ANNUAL DAILY TRAFFIC VOLUMES
LY TO THE SECTION OF ROAD BETWEEN
NCTIONS AS SHOWN.

RESERVOIR

LAKE

GOOSE

FREMONT

NEW PINE CREEK

R 19 E

R 20 E

R 21 E

MODOC COUNTY

MODOC NATIONAL FOREST

CALIFORNIA

N

ARRANGEMENT OF SHEETS FOR LAKE COUNTY

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939

GENERAL HIGHWAY MAP
LAKE COUNTY
OREGON

SHEET 7 OF 9 Polyconic Projection

S-52(3) Sams Creek-Snider Creek Section 1950
of the Sams Valley Secondary
#3450 Hgwy. 4 Mi. E. Gold Hill

RECEIVED
FOR PUBLIC

OREGON STATE HIGHWAY DEPARTMENT

(date)
Dec. 21, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)		
345	8-final	R. A. Heintz Constr. Co. Inc.		
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)	
22143	R-30208	$ 6,334.16	Dec. 21, 1951	

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1951

Time Extensions: None

Completion Date: Sep. 15, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-24-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 27 1951

RECEIVED
DEC 7 1951
FOR FILING

H. Baldock

3450

December 6, 1951

FINAL COST ANALYSIS

Sams Valley Highway
Contract #3450

Grade, Surface, Oil
R. A. Heintz Construction Co. Contractor
W. B. Merrill, Resident Engineer

Snider Creek Section
Prefix 115-1023-201

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	Cu. Yds.			$ 5,835.42	$ 6,000.00
Trench Exc., Unc.	1,235.6	" "	1.28	1.70	1,578.37	2,100.52
General Exc., Unc.	92,702.2	" "	0.285	0.22	26,206.07	20,394.48
Short Overhaul	184,377.6	Yd. Sta.	0.013	0.01	2,387.82	1,843.78
Long Overhaul	1,804	C.Yd.Sta.	0.52	0.40	934.52	721.60
Fin. R/B & Slopes	4.87	Mile	568.82	750.00	2,770.13	3,652.50
Rounding Cutbanks	8,855	L. F.	0.06	0.10	500.75	885.50
48" C.I.P., Prot. Invert	64	" "	15.62	25.00	999.77	1,600.00
65" Arch Type C.I.P.	66	" "	23.72	35.00	1,565.72	2,310.00
18" Concrete Pipe	1,734	" "	2.70	4.00	4,676.14	6,936.00
24" " "	288	" "	3.25	5.40	936.62	1,555.20
30" " "	114	" "	6.19	9.00	705.65	1,026.00
Salvaging Culvert Pipe	135	" "	1.08	1.50	146.40	202.50
Class "A" Concrete	486.63	Cu. Yds.	55.00	52.50	26,764.65	25,548.08
Metal Reinforcement	71,142	Lb.	0.11	0.11	7,825.62	7,825.62
Selected R/B Topping	48,597	Cu. Yds.	0.37	0.40	17,886.89	19,438.80
Hauling R/B Topping	133,118.5	Yd. Mile	0.19	0.14	25,086.24	18,636.59
*1¼"-0 Cr. Gravel in Level Course	4,105	Cu. Yds.	3.09	3.15	12,697.46	12,930.75
*3/4"-0 " " " Shoulders	1,541	" "	2.91	3.15	4,491.94	4,854.15
Sprinkling	3,304	M/gal.	1.21	2.00	3,993.32	6,608.00
Preparation of Base	4.87	Mile	100.00	200.00	487.00	974.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Furn. & Place Aggregates	3092.5	Cu. Yds.	3.33	3.90	$ 10,301.12	$ 12,060.75
" " " 150-200 Asph.	245.96	Ton	36.00	39.00	8,854.56	9,592.44
" " " RS-1 "	54.93	Ton	40.00	42.00	2,197.20	2,307.06
Furn. Untreated Timber Piling	300	L. F.	0.50	0.50	150.00	150.00
Drive Piles	12	Each	40.00	40.00	480.00	480.00
Lumber in Place	6.845	M.F.B.M.	225.00	215.00	1,540.13	1,471.58
PA#1,12" C.I.P.	66	L. F.	2.25	3.10	148.54	204.60
PA#1,10" "	48	" "	2.02	2.75	97.14	132.00
PA#1, 4" Metal Pipe	50	" "	1.25	2.00	62.49	100.00
PA#1, Trench Exc., Unc.	25.2	Cu. Yds.	1.01	1.70	25.32	42.84
PA#2, Galv. Water Pipe	25	L. F.	0.30	0.40	7.60	10.00
PA#2, Trench Exc., Unc.	13.9	Cu. Yds.	1.01	1.70	13.96	23.63
PA#3, Riprap, Truck Measure	300	" "	1.84	2.50	553.31	750.00
PA#4, Cement Adj., favor of State	12.875	Bbl.		4.40		- 56.65
*PA#5, Purchase Excess:						
1½"-3/4" Cr. Gravel in S.P.	144.77	Cu. Yds.	2.23	2.50	322.22	361.93
½"-¼" Cr. " " "	81.35	" "	2.23	2.50	181.49	203.38
¼"-10 " " " "	190.62	" "	2.23	2.50	424.48	476.55
1½"-0 " " " "	115.03	" "	2.23	2.50	256.63	287.58
3/4"-0 " " " "	115.59	" "	2.23	2.50	257.89	288.98
* Purchase Order for Blackwell Hill	1,813.7	" "	2.26	3.55	4,097.15	6,438.46
* Purchase Order for Sardine Creek	1,034.6	" "	2.10	2.95	2,182.69	3,052.04
* Material for Dodge Bridge	1,360	" "	1.83	2.10	2,490.16	2,856.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #6, Trench Exc.	2.94	Cu. Yds.	1.90	2.50	$ 5.58	$ 7.35
PA #6, Gravel Fill Mat'l.	447	" "	0.48	0.60	214.56	268.20
PA #6, Haul on Gravel Fill	3,018	Yd. Mile	0.17	0.20	505.74	603.60
PA #6, 18" Concrete Pipe	66	L. F.	3.20	4.00	211.20	264.00
					$183,963.86	$188,420.39

	Cost	Revenue	Profit	Loss	% Profit	% Loss
Work Done by R. A. Heintz	$157,914.84	$156,569.25		$1,345.59		0.9%
Work Done by M. C. Lininger & Sons	26,049.02	31,851.14	$5,802.22		18.2%	
Total	$183,963.86	$188,420.39	$4,456.63		2.4%	

Snider Creek Section
Contract #3450
M. C. Liniger & Sons, Subcontractor

Detail of Cost

Labor:		
Supervision	$ 1,274.48	
Labor	8,339.95	
Labor Tax	370.77	
		$ 9,985.20
Equipment Rental & Miscellaneous:		
Equipment Rental	$12,185.50	
Gas, Oil, Grease	1,595.86	
Freight & Cartage	650.00	
Small Tools & Misc.	698.46	
Home Office & General Overhead	934.00	
		$16,063.82
Total Cost		$26,049.02

Snider Creek Section
Contract #3450
R. A. Heintz & Company

Detail of Cost

Labor:

Supervision				$12,015.76	
Labor				28,714.74	
Labor Insurance				2,823.46	
					$43,553.96

Materials:

10" C.I.P.	48	L.F.	at 1.70	$ 81.60	
10" C.I.P. Bands	2	ea.	" 2.15	4.30	
12" C.I.P.	66	L.F.	" 1.91	126.06	
12" C.I.P. Bands	3	ea.	" 2.48	7.44	
48" C.I.P.	64	L.F.	" 13.56	867.84	
48" C.I.P. Bands	3	ea.	" 12.10	36.30	
65" x 40" C.I.P.	66	L.F.	" 19.99	1,319.34	
65" x 40" C.I.P. Bands	3	ea.	" 40.31	120.93	
4" Steel Pipe,	50	L.F.	" 1.00	50.00	
½" Galvanized Water Pipe	25	L.F.	" 0.18	3.80	
18" Concrete Pipe	1734	L.F.	" $ 1.80	3,121 .20	
24" " "	288	L.F.	" 2.50	720.00	
30" " "	114	L.F.	" 4.85	552.90	
Cement				23.20	
					$ 7,034.91

Equipment Rental & Miscellaneous

Equipment Rental	$24,443.00	
Rented Equipment	209.00	
Hired Trucks, Less Drivers & Gas,Oil,Grease	13,682.08	
Gas, Oil, Grease	7,252.24	
Explosives	151.43	
Freight & Cartage	4,705.73	
Small Tools & Misc.	744.50	
Bond	1,049.58	
Home Office & General Overhead	2,150.50	
		$54,388.06
Subcontract to Lockyear & White		36,760.40
Subcontract to Asphalt Paving Co.		16,177.51
Total Cost		$57,914.84

Breakdown of Crushing Costs
Contract #3450
M. C. Lininger & Sons

Total Rock Produced

1½"-0	4,105	
3/4"-0	1,541	
Mineral Aggregates	3,092.5	Cu. Yds.
Excess Rock	647.4	" "
Produced for Dodge Bridge	1,360	" "
Purchase Order for Sardine Creek	1,034.6	" "
Purchase Order for Blackwell Hill	1,313.7	" "
Total	13,594.2	Cu. Yds.

Breakdown

Move In and Setup	$3,592.20	÷ 13,594.2	=	$0.264
Load & Haul to Crusher	6,953.32	÷ 13,594.2	=	0.511
Crush	9,772.43	÷ 13,594.2	=	0.719
Haul Waste	1,181.20	÷ 13,594.2	=	0.087
Cost In Bunker				$1.581
Haul to Plant Stockpile	1,453.80	÷ 10,745.9	=	$0.135
Stockpile	1,569.26	÷ 13,594.2	=	0.115
				$0.250
Cost In Bunker				1.581
Cost of all Material Expept Purchase Orders				$1.831
Sardine Creek Purchase Order				
Haul to Stockpile	412.58	÷ 1,034.6	=	$0.40
Stockpile				0.115
Cost in Bunker				1.581
Cost In Stockpile				$2.096

Breakdown of Crushing Costs

Blackwell Hill Purchase Order

Haul to Stockpile	$1,020 ÷ 1,813.7 =	$0.563
Stockpile		0.115
Cost in Bunker		1.581
Cost in Stockpile		$2.259

Snider Creek Section
Contract #3450

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of 4.71 miles of highway roadbed, selected roadbed topping, crushed gravel leveling course and shoulders, Type O-11 oil matwearing surface, the construction of five reinforced concrete box culverts, two reinforced concrete stock passes and one timber trestle farm approach bridge.

The project was bid and awarded December 19, 1950, work started March 16, 1951, and the project was completed November 10, 1951.

All items pertaining to the clearing, grading and roadbed topping, the hauling and placing of the crushed rock leveling course and shoulders and miscellaneous small items were handled by the prime contractor. The crushing items were subcontracted to M. C. Lininger & Sons, the bridge items to Lockyear and White and the oiling items to Asphalt Paving Company.

Equipment used by the contractor consisted of one TD 24 tractor and dozer, two D8 tractors and 15 c.y. carryalls, one D6 tractor and dozer, two DW 10 units, two graders, one 105 compressor, two 10 ton rollers, one ripper, one 3/4 c.y. shovel, one pickup and one grease wagon. Hired trucks were used for the hauling of the topping and crushed rock.

Equipment used by M. C. Lininger & Sons on crushing consisted of a portable two crusher crushing plant, one 3/4 c.y. shovel, six dump trucks, one D7 tractor, two pickups, and one grease wagon.

Grading items were handled very efficiently and materials were handled at a good rate with the exception of one small cut which contained tight material. This material could not be ripped efficiently and a small compressor was used for several days drilling ditch line. Bid prices were low on grading and precluded any possibility of a profit.

Topping was loaded with a 3/4 c.y. shovel and hauled with hired trucks. One blade and one roller handled the materials on the road. Some large boulders were bladed off to the shoulders and later broken by hand labor. A small profit was shown on the topping item but the high prices paid for hired trucks with some inefficiency among the truck drivers resulted in a large loss on hauling topping.

The crushed rock produced by the subcontractor showed a fair to good profit due largely to the excellent prices received for material at the bunker and for the purchase orders. Costs in stockpile at the plant were only fair but the high prices allowed the profit.

This project was well handled with, a good superintendent and fair labor but low bid prices on excavation and some inefficiency on the topping haul resulted in a small loss to the prime contractor while the good profit resulting from the crushing operations allowed the project to show a small profit.

L. H. Clymer
Cost Analyst

By . . . C. E. Paulsen

RECEIVED
DEC 7 1951
FOR FILING

4-5210

December 6, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

On November 15 we advised you that final payment in the amount of $5,191.01 would be made to R. A. Heintz Construction Co., state highway contract No. 3450, for work performed on the Sams Creek-Snider Creek Section of the Sams Valley Secondary Highway in Jackson County, after acceptance by the Highway Commission.

Please be advised a revised final amounting to $6,334.16 will be released to the contractor after formal acceptance of the project by the Commission. The revised total contract amount is $176,073.99, and no force account work was performed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
12-6-51

RECEIVED
FOR FILING

November 15, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3450 for work performed on the Sams Creek-Snider Creek Section of the Sams Valley Secondary Highway in Jackson County was completed by the contractor, E.A. Heintz Construction Co.,Inc., on September 15, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $5,191.01 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $174,930.84, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Mansfield & Co.

RECEIVED
NOV
FOR FILING
§ 52 (2)
2450

October 25, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to H. A. Heintz Construction Co.,Inc. on contract No. 3450, covering grading and surfacing on the Sams Creek-Snider Creek Section of the Sams Valley Secondary Highway in Jackson County.

This payment, in the amount of $18,134.67, will be released to the contractor on or after November 5, 1951. The amount of retained percentage is $5,249.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. [illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Mansfield & Co.

Portland Branch Office

RECEIVED [illegible]

RECEIVED
SEP 21 1951
FOR FILING

S-52(3)
2450

September 17, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 15, 1951 on Contract No. 3450, Sams Creek-Snider Creek Section, in connection with Federal Aid Project No. S-52 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

DBP:cw

cc: John Cattrall

Form E-1—1084—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 15, 1951

Section Sams Creek-Snider Creek

Kind of work Grading and Oil Mat Surf.

Highway Sams Valley Secondary

Section prefix 115-1023

Contractor R. A. Heintz Const. Co.

Contract number 3450

Date of contract Jan. 18, 1951

Date of completion Oct. 15, 1951

Date work started March 16, 1951

Estimated date of completion , 19

Amount of contract . . . . . $ 180,864.00

Per cent of time elapsed 88.9 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 190,360.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 11,650.00, 6.1 %

Date project was completed Sept. 15, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed Saturday, Sept. 15th.

Mon. and Tues. - Contractor hauled 1000 C Y of material from the gravel bar to cover up rocks on the shoulders.

Wed. and Thurs. - 3/4"-0 material was placed on the gravel bar.

Friday - Hauled excess oil aggregate from stockpile on gravel bar to stockpile site at M. P. 3.1 on Sams Valley Highway.

Saturday - excess 3/4"-0 and 1½"-0 material hauled from gravel bar to Stockpile site at M. P. 3.1 Torn down temporary bridge across Rogue River. This bridge had been constructed by the contractor to haul gravel to paving and crushed rock to the job.

RECEIVED
SEP 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed M B Merrill Res. Engr.

Address Medford, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

3/4"-0
1½"-0
Sel. Rdbd Top

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.71	4.71		4.71	
Miles partially completed					
Miles completed	4.71	4.71		4.71	
Total estimated quantities	92,000	54,000		230 T	
Estimated quantities moved or placed to date	92,000	54,000		230 T	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...1....., Power graders .....1....., Rollers ...1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Trucks 5....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing Dept. 41608

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MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

May 1, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

[illegible]
[illegible]
M&C

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-52(3)
Sams Creek-Snider Creek Sec.
Sams Valley Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

PR 2 (Revised 1946)

State Oregon 258

Federal Aid Secondary

Project No. S-52(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of April, 1951,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of September, 1949, a program, which was approved on the 8th day of November, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of December, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighteen thousand and 00/100

dollars ($ 118,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 178+00 in the SE 1/4, Section 2, T. 36 S., R. 3 W., W.M., and survey station 446+05 on the south line of Section 28, T. 35 S., R. 2 W., W.M., without exception,

, length 4.719 miles, in [redacted] County, being Oregon Federal Aid / Secondary project No. S-52(3), consisting of 4.713 miles of roadway and one bridge of more than 20 feet clear span, 0.006 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16-11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ..... one hundred eighteen thousand and 00/100 ..... dollars ($ 118,000.00), which does not exceed the authorized Federal pro rata share of ..... one hundred ninety-four thousand, eight hundred eighty-four and 80/100 ..... dollars ($ 194,884.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16-11370-2

RECEIVED
APR 23 1951

...ll be found in the agree-
...and year first

April 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission, for the Sams Valley-Snider Creek Section, Project No. S-52 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

April 11, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-52(3)
Sand Creek-Snider Creek Section
Sams Valley Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encls.

March 28, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Sams Creek-Snider Creek Section, Project No. S-52 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (3)

SAND CREEK-GRAND R CREEK SECTION

OF THE SAND VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 6, 1951

Type Code 5231
Roadway (Sta. 17+00 to 446+05)

All Required		Clearing and Grubbing		$ 6,000.00
840	cu. yds.	Trench Excavation, Unclassified	$ 1.70	1,428.00
98,800	cu. yds.	General Excavation, Unclassified	0.22	21,736.00
210,000	yd. sta.	Short Overhaul	0.01	2,100.00
1,700	C-yd. sta.	Long Overhaul	0.40	680.00
4.71	miles	Finishing Roadbed and Slopes	750.00	3,532.50
11,500	lin. ft.	Rounding Cutbanks	0.10	1,150.00
60	lin. ft.	48" Corrugated Metal Pipe, Protected Invert	25.00	1,500.00
70	lin. ft.	65" Arch Type Corrugated Metal Pipe	35.00	2,450.00
2,060	lin. ft.	18" Concrete Pipe	4.00	8,240.00
250	lin. ft.	24" Concrete Pipe	5.40	1,350.00
70	lin. ft.	30" Concrete Pipe	9.00	630.00
130	lin. ft.	Salvaging Culvert Pipe	1.50	195.00
310	cu. yds.	Class "A" Concrete	52.50	16,275.00
47,100	lbs.	Metal Reinforcement	0.11	5,181.00
53,600	cu. yds.	Selected Roadbed Topping	0.40	21,440.00
149,500	yd. mi.	Hauling Roadbed Topping	0.14	20,930.00
3,640	cu. yds.	1½" - 3/4" Crushed Gravel in Leveling Course	3.15	11,466.00
1,490	cu. yds.	3/4" - 0 Crushed Gravel in Shoulders	3.15	4,693.50
2,780	M-gals.	Sprinkling	2.00	5,560.00
4.71	miles	Preparation of Base	200.00	942.00
2,930	cu. yds.	Furnishing and Placing Aggregates	3.90	11,505.00
278	tons	Furnishing and Placing 150-200 Asphalt	39.00	11,622.00
69	tons	Furnishing and Placing RS-1 Emulsified Asphalt	42.00	2,898.00
		Subtotal		$163,504.00
		10% Engr. & Cont.		16,350.40
		Total		$179,854.40

Type Code X028
Structure (sta. 191+54.55 to 191+85.45)

30	cu. yds.	Structural Excavation, Unclassified	$ 1.70	$ 51.00
200	cu. yds.	General Excavation, Unclassified	0.22	44.00
200	cu. yds.	Class "A" Concrete	52.50	10,500.00
27,900	lbs.	Metal Reinforcement	0.11	3,069.00
			Subtotal	$ 13,664.00
			10% Engr. & Cont.	1,366.40
			Total	$ 15,030.40

Length of Roadway	4.713 miles
Length of Structure	.006 mile
Total Length	4.719 miles
Cost per mile, Roadway	$38,161.34

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Roadway	$179,854.40	$108,899.00	$70,955.40
Structure	15,030.40	9,101.00	5,929.40
	$194,884.80	$118,000.00	$76,884.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (3)

SAMS CREEK-SNIDER CREEK SECTION OF THE
SAMS VALLEY HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1950

Type Code 5231
Roadway (Sta. 170+00 to 446+05)

All Required		Clearing and Grubbing		$ 5,000.00
840	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,520.00
98,800	cu. yds.	General Excavation, Unclassified	0.27	26,676.00
210,000	yd. stas.	Short Overhaul	0.015	3,150.00
1,700	C-yd. stas.	Long Overhaul	0.50	850.00
4.71	miles	Finishing Roadbed and Slopes	500.00	2,355.00
11,500	lin. ft.	Rounding Cutbanks	0.20	2,300.00
60	lin. ft.	48-inch Corrugated Metal Pipe, Protected Invert	17.00	1,020.00
70	lin. ft.	65-inch Arch Type Corrugated Metal Pipe	24.00	1,680.00
2,060	lin. ft.	18-inch Concrete Pipe	3.25	6,695.00
250	lin. ft.	24-inch Concrete Pipe	4.50	1,125.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
130	lin. ft.	Salvaging Culvert Pipe	2.00	260.00
310	cu. yds.	Class "A" Concrete	60.00	18,600.00
47,100	lbs.	Metal Reinforcement	0.12	5,652.00
53,600	cu. yds.	Selected Roadbed Topping	0.50	26,800.00
149,500	yd. mi.	Hauling Roadbed Topping	0.12	17,940.00
3,640	cu. yds.	1½" - 0 Crushed Gravel in Leveling Course	2.50	9,100.00
1,490	cu. yds.	3/4" - 0 Crushed Gravel in Shoulders	2.75	4,097.50
2,780	M-gals.	Sprinkling	2.50	6,950.00
4.71	miles	Preparation of Base	200.00	942.00
2,950	cu. yds.	Furnishing and Placing Aggregates	3.75	11,062.50
298	tons	Furnishing and Placing 150-200 Asphalt	38.00	11,324.00
69	tons	Furnishing and Placing MS-1 Emulsified Asphalt	40.00	2,760.00
		Subtotal		$169,314.00
		10% Engr. & Cont.		16,931.40
		Total		$186,245.40

Type Code X028
Structure (Sta. 191+54.55 to 191+85.45)

30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 90.00
200	cu. yds.	General Excavation, Unclassified	0.27	54.00
200	cu. yds.	Class "A" Concrete	60.00	12,000.00
27,900	lbs.	Metal Reinforcement	0.12	3,348.00
			Subtotal	$ 15,492.00
			10% Engr. & Cont.	1,549.20
			Total	$ 17,041.20

Length of Roadway	4.713 miles
Length of Structure	.006 mile
Total Length	4.719 miles
Cost per mile, Roadway	$37,517.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Roadway	$186,245.50	$108,108.00	$ 78,137.50
Structure	17,041.20	9,892.00	7,149.20
	$203,286.70	$118,000.00	$ 85,286.70

Oregon State Highway Department

Federal Aid Secondary
Project No. S-52 (3)

[illegible] CREEK-[illegible] SECTION OF THE
[illegible] VALLEY [illegible] IN [illegible] COUNTY

(Estimate to accompany plans and specifications. Not a basis for project agreement.)

Salem, Oregon, November 24, 1950

Type Code 5231
Roadway (Sta. 178+00 to 446+05)

All Required		Clearing and Grubbing		$ 5,000.00
840	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,520.00
98,800	cu. yds.	General Excavation, Unclassified	0.27	26,676.00
210,000	yd. sta.	Short Overhaul	0.015	3,150.00
1,700	-Yd. sta.	Long Overhaul	0.50	850.00
4.71	miles	Finishing Roadbed and Slopes	500.00	2,355.00
11,500	lin. ft.	Rounding Cutbanks	0.20	2,300.00
60	lin. ft.	48-inch Corrugated Metal Pipe Protected Invert	17.00	1,020.00
70	lin. ft.	65-inch Arch Type Corrugated Metal Pipe	24.00	1,680.00
2,760	lin. ft.	18-inch Concrete Pipe	3.25	6,695.00
250	lin. ft.	24-inch Concrete Pipe	4.50	1,125.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
130	lin. ft.	Salvaging Culvert Pipe	2.00	260.00
310	cu. yds.	Class "A" Concrete	60.00	18,600.00
47,100	lbs.	Metal Reinforcement	0.12	5,652.00
53,600	cu. yds.	Selected Roadbed Topping	0.50	26,800.00
149,500	yd. mi.	Hauling Roadbed Topping	0.12	17,940.00
3,640	cu. yds.	1½" - 3/8" Crushed Gravel in Leveling Course	2.50	9,100.00
1,490	cu. yds.	3/4" - 0" Crushed Gravel in Shoulders	2.75	4,097.50
2,780	M-gals.	Sprinkling	2.50	6,950.00
4.71	miles	Preparation of Base	200.00	942.00
2,950	cu. yds.	Furnishing and Placing Aggregates	3.75	11,062.50
298	tons	Furnishing and Placing 150-200 Asphalt	38.00	11,324.00
69	tons	Furnishing and Placing [illegible]-1 Emulsified Asphalt	40.00	2,760.00
		Subtotal		$169,314.00
		10% Engr. & Cont.		16,931.40
		Total		$186,245.40

Type Code X028
Structure (Sta. 191+54.55 to 191+85.45)

30	cu. yds.	Structural Excavation, Unclassified	$3.00	$ 90.00
200	cu. yds.	General Excavation, Unclassified	0.27	54.00
200	cu. yds.	Class "A" Concrete	60.00	12,000.00
27,900	lbs.	Metal Reinforcement	0.12	3,348.00
			Subtotal	$ 15,492.00
			10% Engr. & Cont.	1,549.20
			Total	$ 17,041.20

Length of Roadway	4.713 miles
Length of Structure	.006 miles
Total Length	4.719 miles
Cost per mile, Roadway	$39,517.39

SUMMARY OF COSTS

Description	Total Cost	Federal Aid Funds	State Funds
Roadway	$186,245.50	$108,108.00	$78,137.50
Structure	17,041.20	9,892.00	7,149.20
	$203,286.70	$118,000.00	$85,286.70

November 24, 1950

Mr. T. M. Davis
District Engineer
epartment of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change to accompany plans and specifications for the Sams Valley-Snider Creek Section, Project No. S-52 (3).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Asst. State Highway Engineer

Encl.
JAN:nd

SAUS VALLEY-SNIDER CREEK SECTION

PROJECT NO. S-52 (3)

While negotiations for rights of way are in progress two parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed the all necessary rights of way or rights of entry can be made fully available within twenty-one days.

L. H. Woodcock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 24, 1950

RECEIVED
MAY
FOR FILING
FORM E-20X 25M 9-49 34993
S-52(3)
3450

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between R. A. Heints Construction Company, and M. C. Lininger & Sons, covering items 18, 19, and 22, of Contract No. 3450, Sams Creek-Snider Creek Section of the Sams Valley Secondary Highway, Ore. S-52(3) is approved.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED
APR 19 1951
FOR FILING

FORM E-30X 25M 9-49 34693

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1951

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

A subcontract between R. A. Heints Construction Co., and Lockyear and White, Inc., covering items 14, 15, 25, 26 and 27, on the Sams Creek - Snider Creek Section of the Sams Valley Secondary Highway, Ore S-52(3), is approved.

Very truly yours,

NOTED
W. C. WILLIAMS

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED
MAR
FOR FILING

S-52 (3)

March 19, 1951

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland, 8, Oregon

Dear Sir:

This is to advise you that work was started on March 16, 1951 on Contract No. 3450, Sams Valley-Snider Creek Section, in connection with Federal Aid Project No. S-52 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

DBP:plc

RECEIVED
FEB 7 1951
FOR FILING

February 7, 1951

R. A. Heints Construction Company
211 N. E. Columbia Boulevard
Portland 11, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3450 which was awarded to you by the State Highway Commission covering the grading and oil mat surfacing on the Sams Creek-Shider Creek section of the Sams Valley Secondary Highway in Jackson County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

chr

RECEIVED
FOR FILING

1 52(3)
3450

4-5

January 18, 1951

R. A. Heintz Construction Co.
5101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3450 for grading, surfacing and oiling; and construction of five reinforced concrete box culverts and 2 reinforced concrete stock passes on the Sams Creek-Snider Creek Section of the Rogue Valley Secondary Highway in Jackson County.

This award was based on your low bid of $180,864.00 submitted on December 19, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl

cc - H. G. Smith
Goldie Lewis
S. H. Probert
G. S. Pearson
L. R. White

pkc for

S+C

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

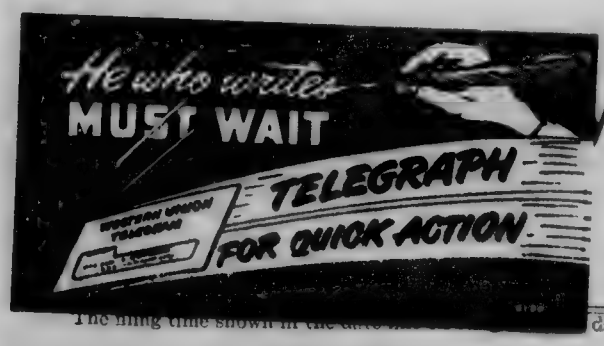
Salem, Oregon
January 18, 1951
4:00 p.m.

R. A. Heintz Constr. Co.
3101 N. E. Union Avenue
Portland 12, Oregon

State Highway Commission awarded you today contract for Sams Creek-Snider Creek Section of Sams Valley Secondary Highway, Jackson County, based on your low bid submitted December 19, 1950. Contract forms follow shortly.

H. E. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED
APR 19 1951
FOR FILING



WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA262

PR.LLA563 GOVT PD=PORTLAND ORG 13 605P=

:R H BALDOCK=

STATE HIGHWAY ENGINEER SALEM ORG=

:REURTEL TODAY ALL RIGHTS OF ENTRY OBTAINED OREGON S-52(3) SAMS CREEK SNIDER CREEK SECTION. AS REQUESTED WE HEREBY CONCURR IN AWARD CONTRACT TO R A HEINTZ CONSTRUCTION COMPANY=

:T M DAVIS:

=S-52(3)=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

W. P. MARSHALL, PRESIDENT

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JANUARY 18, 1951

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT FOR SAMS CREEK-SNIDER CREEK SECTION TO R. A. HEINTZ CONSTRUCTION CO. OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
FOR FILING
FORM E-30 25M 6-49 52603

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1951

SUBJECT: Sams Creek-Snider Creek Section
Jackson County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O F F I C E

Dear Mr. Williams:

Right of Way acquisition on this project has been completed, and the contract may be awarded insofar as the Right of Way Department is concerned.

Very truly yours,

J. K. DEVERS

By R. L. Porter

R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

RECEIVED
JAN 3 - 1951
FOR FILING

FORM E-20 25M 8-50 40300

452(3)

3150

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 18, 1950

SUBJECT: Change in status of R/W
December 19th letting
Sams Creek-Snider Creek Sec.
Sams Valley Highway
Jackson County

To: Mr. W. C. Williams
Ass't. State Highway Engr.
O F F I C E

Dear Mr. Williams:

NOTED
W. C. WILLIAMS

On October 23, 1950, the Bureau of Land Management reported to us that the public domain we seek for a gravel source was unappropriated and unreserved federal land.

On this date, I received communication from Mr. Rice of this Bureau, advising that the area we seek is covered by placer mining claims. If the award of this contract is dependent upon securing this source of gravel, it should be deferred until we contact the parties holding the mining claims.

Very truly yours,

J. M. DEVERS

By R. L. PORTER
Ass't. Right of Way Engineer

RLP:ts

cc - Edwin A. Pease
Darlene DeMerse

RECEIVED
DEC 15 1950
FOR FILING

CO CO File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

December 14, 1950

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon Project S-52(3), Sams Creek-Snider Creek Section of the Sams Valley Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

NOTED
W. C. WILLIAMS

Copy + Encls to Probert

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

SHP:gs

RECEIVED
DEC 4 1950
FOR FILING

December 4, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of November 30, concerning plans for the Sams Creek-Snider Creek Section, Project S-52 (3).

The special provision on sheet 5 which waives the embankment compaction requirement when the width of new embankment is less than five feet would best have been omitted as we find now that there will be little, if any, embankment having a width below five feet. That special provision is therefore being eliminated.

In accordance with the suggestion contained in the third paragraph of your letter, the size of aggregate being specified for the leveling course is being changed from 1¼" - 3/4" to 1¼" - 0. Owing to the fact that the roadbed topping on which the leveling course is to be placed is a well-graded gravel, the top course of which will contain no material larger than three inches, we feel that the 1½" thickness specified for the leveling course is adequate. You will find the grading for the topping materials given in Test Report No. 257,188, copy of which was sent to you a week or two ago.

The provisions relating to the excavation for box culverts are being revised to eliminate the discrepancies mentioned in the fourth paragraph of your letter.

Special provision sheets showing revisions as herein indicated are being sent separately.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

BON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 30, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of P.S. and E. for Oregon Project S-52(3), Sams Creek-Snider Creek Section of the Sams Valley Highway, we have noted several details believed to require correction or justification.

The special provisions require 95% embankment compaction but permit placing without mechanical compaction where new embankment is less than 5 feet in width. Why would it not be desirable to require terracing to allow use of heavy compacting equipment as has been done on other projects?

The special provisions provide for a maximum 1 1/2" thickness of leveling course surfacing with aggregate grading from 1 1/4" to 3/4". It has been our experience that a course with this grading would be impossible to compact and stabilize properly. Furthermore, the 1 1/2" layer is considered insufficient. It should be at least 3" where the foundation is of coarse gravel.

The plans and the 3rd paragraph on page 11 of the special provisions provide that a part of the excavation for box culverts will be classed as "General Excavation" whereas, the provision for measurement and payment, also on page 11, includes only "Trench Excavation" among the pay items.

Please take steps to remedy the discrepancies noted herein and it is requested that consideration be given to the suggestions we have made. The P.S. and E. papers will be held pending your reply.

Very truly yours,

T. M. DAVIS
District Engineer

NOV 30

RECEIVED
OCT 27 1950
FOR FILING

3490

October 25, 1950

Oregon State Highway Commission

Gentlemen:

We have in the 1950-51 budget an item of $215,000 for the Sams Creek-Snider Creek section of the Sams Valley Secondary Highway in Jackson County. We have completed the survey, not only between Sams Creek and Snider Creek, but of the entire highway to the outskirts of the town of Gold Hill.

I attach hereto a sketch map indicating the new location. It is planned to construct in the present program a section extending from approximate Station 173 to Station 440+05, which section is underlined in red on the attached map. We recommend, however, that you approve the entire survey extending from Station 30, which is approximately one-half mile from Gold Hill, through to Station 440+05. From that point 440+05 to the Crater Lake Highway the construction has been completed.

This matter will be on the next agenda, and I recommend your approval of the survey as presented so that we may call for bids just as soon as the right of way is acquired.

Very truly yours,

A. J. Baldock
State Highway Engineer

WCW:me hi
encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

OREGON STATE HIGHWAY DEPARTMENT

SAMS VALLEY HIGHWAY – JACKSON COUNTY

GOLD HILL-SNIDER CREEK SECTION

SKETCH MAP SHOWING RELOCATION

Scale 1 = 1250' Oct. 1950

(2)

(10)

Present Sams Valley Highway

Relocated Sams Valley Highway

100

125

150

125

I.O.R.

R I V E R

(1)

BEGINNING OF SURVEY
STA. 30+00

50

25

R O G U E

(15)

R/W

Variable 40' to 225'

17'

4' or 5'

3' or 2'

10'

¾"-0 Shldrs.
Thickn. 3"

Oil Mat Wearin
Thickness 1½"

GOLD HI

N

Twp. 35 S. R 3 W. W.M.
Twp. 36 S. R 3 W. W.M.

Halcomb Springs Road

Upper Evans C...
Highway

Present Sams Valley

S A M S C R E E K

T A B L E R O C K C R E E K

Sams Highway

Shed on R/W 225

3°C.R.

0°30'C.R.

1°C.L.

150

175

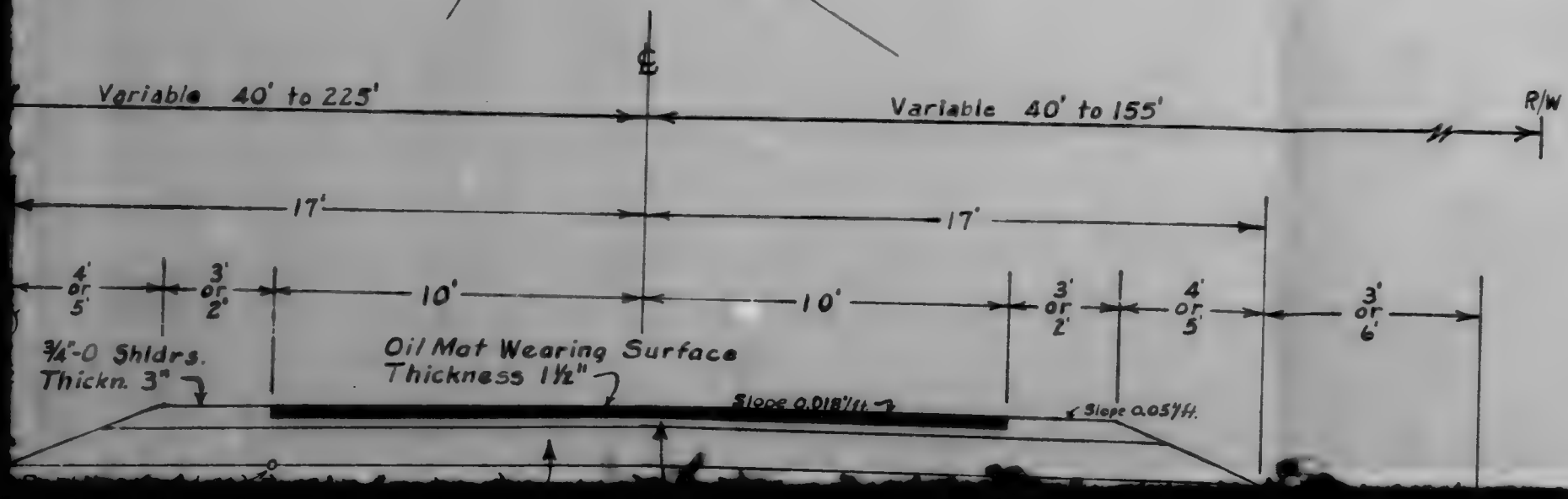
200

250

275

300

(1) (2) (6) (11) (31)



Upper Evans Creek Road
Highway

SAMS VALLEY

31

32

33

300

325

350

400

4°G.L.

3°G.R.

County Road

325 Road

County Road

Twp. 35 S. R 2
Twp. 36 S.

417+46.16 E.T.
436+35.49 P.O.T.

END OF SURVEY
STA. 446+05

150

To Crater Lake Highway

Under Construction

C R E E K

E R

C R E E K

Scale 1" = 1250' Oct. 1950

(10)

Present Sams Valley Highway

Relocated Sams Valley Highway

100

125

150

125

1°C.R.

RIVER

(11)

(2)

BEGINNING OF SURVEY
STA. 30+00

(15)

GOLD HILL

R/W

Variable 40' to 225'

17'

4' or 5'

3' or 2'

10'

¾"-0 Shldrs.
Thickn. 3"

Oil Mat Wear
Thickness 1½

Profile Grade

Selected Roadbed Topping
Thickness { 12" – 3' Shldr.
16" – 2' Shldr.

2:1
Variable Slopes
1½:1

TYPICAL

Twp. 35 S. R 3 W.W.M.
Twp. 36 S. R 3 W.W.M.

SAMS CREEK

Present Sams

Shed on R/w 225

3° C.R.

0°30' C.R.

250

275

1° C.L.

200

175

150

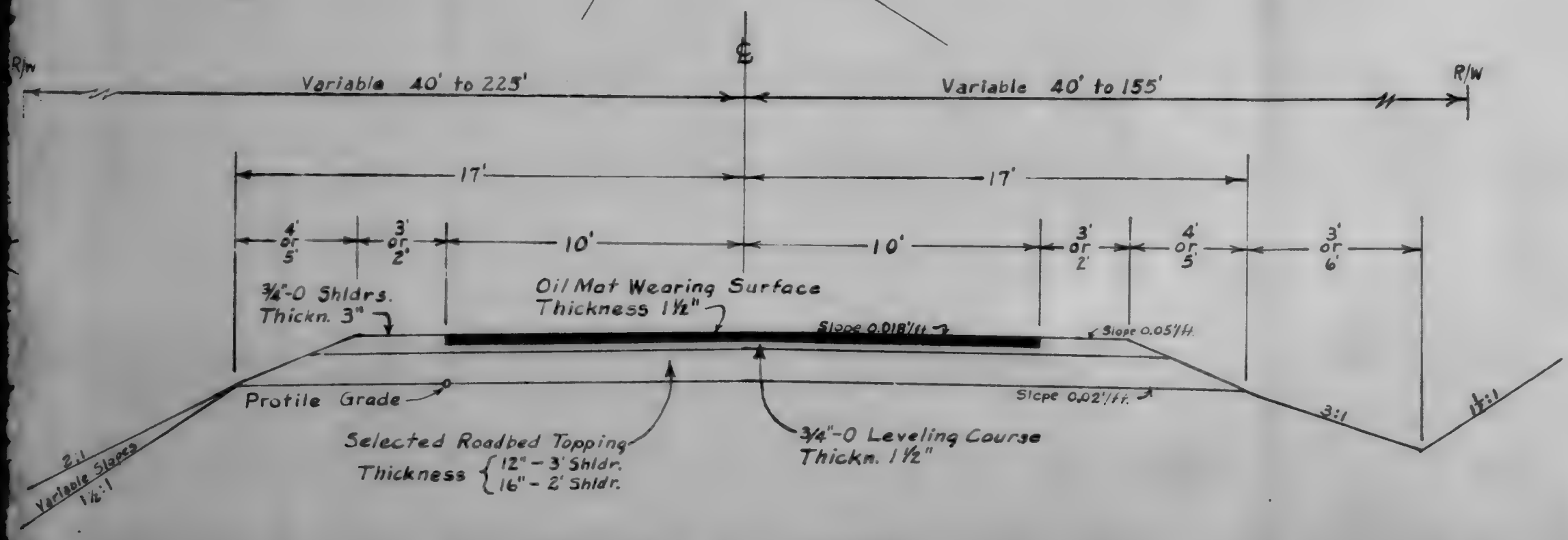
125

Relocated Sams Valley Highway

RIVER

TABLE ROCK

(1) (2) (6)



TYPICAL SECTION

C R E E K

Present Sam

SAMS VALLEY

31

250

3°C.R.

0°30'C.R.

TABLE ROCK

275

300

C R E E K

325

4°C.L.

350

375 Road

100

County

County Road

32

33

R/W

6

3' or 6'

3:1

1½:1

Twp 35 S. R 2 W.W.M
Twp. 36 S. R. 2 W. W.M

S N I D E R

SAMS VALLEY

31

32

33

300

325

4°CL

350

375 Road

County

County Road

100

3°C.R.

END OF SURVEY
STA. 446+05

150

To Crater Lake Highway

Under Construction

41/2+46.16 P.T. =
436+35.49 P.O.T.

Twp 35 S. R 2 W.W.M.
Twp 36 S. R 2 W.W.M.

SNIDER CREEK

To Medford

County Road

25-1601 Heppner (May St.-Rep. School) 1950
Sec. Heppner Hwy. in Heppner

#3451

RECEIVED
1951
FOR FILING

OREGON STATE HICHWAY COMMISSION
(date)
Sep. 25, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
[illegible]	6-final	G. D. DENNIS & SONS

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16040	B-24495	$ 589.12	Sep. 24, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: none required

Completion Date: May 7, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-25-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FILED

25-16-1
3451

August 30, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3451 for grading and surfacing on the Heppner (May St.-Heppner School) Section of the Heppner Highway in Morrow County was completed by the contractor, C. D. Dennis & Sons, on May 7 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $589.12 will be released to the contractor on or after September 10, 1951. The total contract amount is $19,637.20, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUL 12 1951
FOR FILING

25-16C1

3451

July 9, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to G. D. Dennis & Sons on contract No. 3451, for grading and surfacing on the Heppner (May St.-Heppner School) Section of the Heppner Highway in Morrow County. This payment, in the amount of $1,076.31, will be made on or after July 19, 1951. The retained percentage is $589.12.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report #12 Last Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 12, 19 51

Section Heppner (May St.-Heppner School) Kind of work Grading & Oil Mat Surfacing

Highway Heppner Section prefix 25-1601

Contractor G. D. Dennis & Sons Contract number 3451

Date of contract January 24, 19 51 Date of completion July 31, 19 51

Date work started February 24, 19 51 Estimated date of completion May 7, 19 51

Amount of contract . . . . . $ 17,727.00 Per cent of time elapsed 57.4 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 18,524.72

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 1881.00, 133.0 % Date project was completed May 7, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling May 7th. which completely finishes the section.

NOTED
B. A. MARTIN

Signed W. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
		BASE	3/4-0		
Miles in project	.19	.19	.19	.19	
Miles partially completed	.19	.19	.19	.19	
Miles completed	.19	.19	.19	.19	
Total estimated quantities	2980	1250	360	361	
Estimated quantities moved or placed to date	2980	1250	360	361	
Average daily quantities	300	625	360		
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				12	
Average force on project for week				10	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...1....., Rollers .....1..., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....,Trucks . .....3....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt. Fair-showers		
Monday	Cloudy-rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Rain		
Saturday	Cloudy		

State Printing Dept. 41606

RECEIVED
MAY 14 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 4 - 1951
FOR FILING

25-1601

April

April 4, 1951

Elizabeth Dix, City Recorder
City Hall
Heppner, Oregon

Dear Madam:

We are enclosing herewith, for the records and files of your City, a fully executed copy of an agreement between the State Highway Commission and the City of Heppner covering the improvement of a section of the Heppner Highway in the City of Heppner.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl.

RECEIVED
APR 1 1951
FOR FILING

FORM E-20 25M 8-50 42266

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1951

2540

SUBJECT: Assignment No. 2540

To: Mr. W. C. Williams
O F F I C E

REFERRED TO
Glasgyer
By Asst. Chief Engineer

agenda please.

L

Enclosed are three copies of a revised agreement with the City of Heppner covering the improvement of a section of the Heppner Highway in the City of Heppner. Two copies of this agreement have been executed by the proper city officials and are now ready for presentation to the Highway Commission.

This completes Assignment No. 2540.

NOTED
W. C. WILLIAMS

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

Jan. 23, 1951 Minute Pg. 17589
W Blearing 2

- Contract 3451 awarded to D. D. Dennis & Sons 1-24-51 for $17,727.00

L

March 8, 1951

ASSIGNMENT

N. O
B. _ _ FCW

Description: Mr. Devers' letter of March 8, six copies of agreement with City of Heppner attached. Agreement conforms to new situation which developed by reason of form of bid submitted.

Acknowledged by _ _ _ _ _ Referred to _ Cattrall _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

Assignment executed 3-27-51 Report received _ _ _ _ _ _ _ _

Remarks: For city execution.

FCW

FORM E-20 2SM 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1951

SUBJECT:

To: Mr. W. C. Williams

I have rewritten pages two and three of the Happner City street agreement so as to make the agreement conform to the new situation which developed by reason of the form of bid submitted. By the modifications the city is obligated to pay the $4,450 and that is final. This redraft must now be signed again by the city.

I understand that the project is now under contract and I understand, too, that the city has made its deposit with the State. Therefore, to harmonize and make consistent the contractual obligations I have included provisions by which the date of the agreement is maintained as the date of the original signing; namely, December 15, 1950.

J. M. DEVERS

JMD:jk
Encls.

RECEIVED
MAR 12 1951
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR 9 1951
TRAFFIC ENGINEER

RECEIVED
FEB 14 1951
FOR FILING

21-1601
3451

February 13, 1951

G. D. Dennis & Sons
7355 S. E. Johnson Creek Blvd.
Portland 6, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3451 which was awarded to you on January 24, 1951 by the State Highway Commission, for grading and surfacing on the Heppner (May St.-Heppner School) Section of the Heppner Highway in Morrow County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

25 1601

347

Salem, Oregon
January 30, 1951

Mr. J. M. Devers
Chief Counsel

Enclosed are ~~five~~ SIX copies of an agreement prepared by your office for execution by the City of Heppner and the Highway Commission. It is requested that the agreement be revised in accordance with the authorization by the Highway Commission of additional cooperation so that the City's deposit of $4,450 would be the total contribution from the City (see January 23-24 Agenda Item 4-x).

This will involve revision of paragraph 2 under "Things to Be Done by the State" and paragraph 1, 2a, and 2b under "Things to Be Done by the City."

W. C. Williams
Assistant State Highway Engineer

JFH:MM
Encl.

cc: John W. Cattrall

RECEIVED
FOR FILING
25-1-51
2/51

AGENDA
FEB 26 1951
4-E

January 25, 1951

G. D. Dennis & Sons
7355 S. E. Johnson Creek Blvd.
Portland 6, Oregon

Gentlemen:

Confirming my telegram to you of January 24, 1951, the State Highway Commission has as of that date awarded to you the contract for 0.19 mile of grading, surfacing and bituminous macadam on the Heppner (May Street-Heppner School) Section of the Heppner Highway, in Morrow County. This award was based on your low bid of $17,727.00 submitted on December 19, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dn
cc: H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

S+C

SERVICE
...of service desired;
...this message will be
...t as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 2[illegible], 1951
2:[illegible] p.m.

G. D. Dennis & Sons
7355 S. E. Johnson Creek Blvd.
Portland 6, Oregon

State Highway Commission awarded you today contract for Heppner (May Street-Heppner School) section of the Heppner Highway, Morrow County, based on your low bid submitted December 19, 1950. Contract forms follow shortly.

R. H. Flaiger, Secretary
Oregon State Highway Commission

cc: Confirmation
Auditor (5001-900)
C. Hoad
H. Duda
Files

RECEIVED
FOR FILING

January 19, 1951

Oregon State Highway Commission

Gentlemen:

At the last meeting of the Commission we received bids for the Day Street-Heppner School Section of the Heppner Highway in Morrow County. The City had agreed to pay for the cost of curbs on this section, which curbs were estimated to cost $4,150, and the City has deposited that amount.

It so happens that the low bidder on the project, S. D. Dennis & Sons, had an unbalanced bid, in that his bid for concrete was $80 per cubic yard, as compared with the State's estimate of $60. Of the five bidders on the project, three bidders bid $80, one bidder bid $65, and only the over-all low bidder bid $60.

The City of Heppner advises that it does not have the additional funds and, if the $4,150 is not acceptable, it must, reluctantly, give up the project. While the low bidder was high on the concrete items he was likewise low on other items, and it would appear that the State could absorb the difference in the concrete cost and still be within its original estimates.

I, therefore, recommend to you that we award this contract to the low bidder, with the understanding that the $4,150 already deposited by the City of Heppner be its total contribution.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. W. C. Williams
Mr. S. H. Probert

RECEIVED
DEC 27 1950
FOR FILING
FORM E-30 3511 5-50 43206

25-1601
3451
Heppner

Copy Routed to:
Earl
Crandall
Glaisyer

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

NOTED
W. C. WILLIAMS

I hand you herewith a check for $4,450 from the City of Heppner made out on the Heppner Branch of the First National Bank of Portland. This check represents the advance deposit on the City's portion of the Heppner city project on the Heppner State Highway.

check #6682 for 4450.
rec 12-21-50 & to
Acc Acct. 12-21

John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

cc: Mr. M. H. Hawke

m. williams

RECEIVED
AUG 1 1950
FOR FILING

Cross Referenced To:
Aust
Project
Morrow-Heppner

784

August 28, 1950

Hon. Conley J. Lanham, Mayor
Heppner,
Oregon

Dear Mayor Lanham:

When the State Highway Commission visited Heppner on its inspection trip through Eastern Oregon, on July 25, a number of projects were requested, including improvement of the drainage conditions between the court house and the highschool, and the widening of a couple of bridges on the highway within the city limits. The Engineer was at that time instructed to investigate the conditions and report his findings.

The investigation has been made and the Engineer rendered his report on the subject at the meeting of the Commission last week. It appears that the total estimated cost of the drainage project between the court house and the highschool is $15,300. The Engineer advised that the City of Heppner has offered cooperation in this project to the extent of constructing curbs, which is estimated at approximately $3,750. This leaves a balance of $11,550 to be paid by the state. You will be pleased to know that the Commission unanimously approved the project on that condition.

As to the widening of the bridges, the Commission could not see its way clear to approve an expenditure for this purpose because the facts disclosed by the Engineer indicated that the expenditure is not warranted at this time.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

RECEIVED
AUG 14 1950
FOR FILING

Cross Referenced To:
Coast
Projects
Misc
Heppner

August 11, 1950

3-1

Oregon State Highway Commission

Gentlemen:

Several months ago you had a request from the City of Heppner for improvement of the Heppner Highway in the vicinity of the high school, where a bad drainage condition exists, and for the widening of two bridges across Willow Creek within the city of Heppner. You requested that the City be contacted to see what portion of the cost, if any, it would bear in the event the Highway Commission would give consideration to the City's request.

Mr. Conley Lanham, Mayor of Heppner, has advised that the City will cooperate on the widening and curbing of the highway in the vicinity of the high school by bearing the cost of curbs, which are estimated to cost $3,750. The total estimated cost of the improvement adjacent to the high school is $15,300, which would mean that the State's cost would be $11,550 if the project were approved.

The cost of widening the two bridges to a width of 30 feet with sidewalks is estimated at $35,000, and the City has not indicated that it would share in the cost of this improvement.

You will remember that these matters were discussed with you verbally during your recent inspection trip to Heppner. The highway in the vicinity of the high school should be improved, as without question the drainage problem is very bothersome. I therefore recommend that a state project be considered for next year, based on $11,550 cost to the State and $3,750 cost to the City of Heppner, to eliminate the bad drainage condition.

As to the two bridges, our traffic studies do not indicate that any material congestion is as yet being caused by the existing bridges, and I recommend that the widening of the bridges, which is quite expensive, be deferred at this time.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. H. G. Smith

WCW:me bl

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

E. F. CHIDSEY, DIVISION ENGINEER
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

August 7, 1950

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C.Williams
Ass't State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

As mentioned in our letter of August 1st, 1950, Mr. Conley Lanham, Mayor of Heppner was to submit a letter of confirmation of our telephone conversation in regard to the City's financial cooperation on the Heppner City Project. This letter is attached hereto.

Very truly yours,

NOTED
W. C. WILLIAMS

E. F. CHIDSEY
Division Engineer

By C. D. Cannon

C. D. Cannon
Office Engineer

CDC/hw
enc.

CITY OF HEPPNER

CONLEY LANHAM, Mayor
Councilmen
DR. C. C. DUNHAM
O. M. YEAGER
M. L. CASE
C. L. ROSEWALL
E. E. GONTY
~~HOWARD KEITHLEY~~
W. C. Cox

★

WALT BARGER, Recorder
LA VERNE VAN MARTER,
Treasurer

HEPPNER, OREGON
August 1, 1950

Mr. E.G. Bickmore
State Highway Dept.
LaGrande, Oregon.

Dear Mr. Bickmore:

I am writing this letter in confirmation to our telephone conversation this morning.

The city council desires the state to go ahead with the Court Street drainage and curb project on the basis of city pay the estimated $3750.00 or whatever amount the curbs will total when finished.

They and I also wish to express our appreciation to the State Highway Commission for your fine cooperation with the city of Heppner.

Very truly yours,
Conley Lanham
Conley Lanham

Mayor

AUG 2 1950
DIVISION OF HIGHWAYS
LA GRANDE

250C- 6-48

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

E. F. CHIDSEY, DIVISION ENGINEER
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

August 1, 1950

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C.Williams
Ass't State Highway Engineer
State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

We have your letter of July 5th in regard to the City of Heppner's financial cooperation in the Heppner Highway Project between the junction of May Street and the Heppner High School.

Mr. Conley J. Lanham, Mayor of Heppner, called by phone today advising that the City will cooperate to the extent of $3,750.00 in this project. Mr. Lanham advised that the money is on hand or would be forth coming and that a letter in confirmation of our telephone conversation would be sent to us. We will forward this to you upon receipt of same.

Very truly yours,

E. F. CHIDSEY
Division Engineer

By C D Cannon

C. D. Cannon
Office Engineer

CDC/hw

RECEIVED
AUG 3 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1950
FOR FILING

Salem, Oregon
July 5, 1950

1954

Mr. E. F. Chidsey

We have been presented with a resolution from the City Council of Heppner requesting installation of an adequate drainage system on the Heppner Highway in the vicinity of the high school, or more definitely described as between the junction of May Street and the Heppner High School.

Some time ago you made a survey of this improvement and submitted an estimate of $15,288.35. The Highway Commission had requested that the city be contacted to see what portion of the cost, if any, it would bear. It was tentatively understood that the City would pay for the curbs, which you estimate to cost $3,750, the State to pay the balance.

Will you please contact the Heppner City Council and determine what cooperation it will extend. Please have this information in in sufficient time so that it may be presented to the State Highway Commission at its August meeting, which I believe will be either the 17th and 18th, or the 21st and 22nd.

W. C. Williams

WCW:ne

cc Mr. H. G. Smith

FORM E-20 25M 1-50 37838

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTE:
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1984, W.C.W., I wish to advise that Mr. Chidsey had a survey made of Court Street in Heppner, and he has submitted plans and specifications for this project. The estimated cost is $15,288. I am attaching hereto copy of his estimate for the section.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

(15.794)

Del page 1 of minutes
of May 2. 1949

Morrow County
Heppner Highway
Heppner Street Section
Grading and Oiling

	Item	Total Unit		Allowance	Unit Price	Cost
1.	Clearing & Grubbing	All Required		—	Lump	500.00
2.	Structural Excavation	164	Cu. Yds.	16	3.00	540.00
3.	Trench Excavation	1	Cu. Yds.	—	3.00	3.00
4.	General Excavation	2018	Cu. Yds.	202	.70	1554.00
5.	Truck Haul	1009	Yd. Mi.	101	.25	277.50
6.	Finishing Roadbed & Slopes	0.194	Mile	—	500.00	97.00
7.	8" Sewer Pipe	57	Lin. Ft.	3	1.75	105.00
8.	12" Sewer Pipe	403	Lin. Ft.	37	2.25	990.00
9.	18" Sewer Pipe	108	Lin. Ft.	12	3.50	420.00
10.	Type "B" Manholes	2	each	0	175.00	350.00
11.	Catch Basins	5	each	0	75.00	375.00
12.	Concrete Curbs	68	Cu. Yds.	7	50.00	3750.00
13.	Rock or Talus Base	1152	Cu. Yds.	118	1.00	1270.00
14.	3/4"-0 Rock in Leveling Course(Placing)	220	Cu. Yds.	20	1.00	240.00
15.	Sprinkling	46	M-Gal.	4	3.00	150.00
16.	Preparation of Base	0.194	Mile	0	500.00	97.00
17.	Placing Aggregates	299	Cu. Yds.	31	1.50	495.00
18.	Furnishing & Placing 151-200 Asphalt	25	Tons	3	45.00	1260.00
					Total	12473.50
					Cost of Rock	1425.00
					Total	13898.50
					+ 10% Engineering & Contingencies	1389.85
					GRAND TOTAL	15288.35

ASSIGNMENT

No. 1984 Gen-
By [redacted]

June 30, 1950

Description: Resolution submitted by City of Heppner regarding drainage on Court Street (Ore.-Wash. Hwy.) in Heppner

Acknowledged by _____ Referred to Smith

☒ Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 6-30-50 Report received _____

Remarks: Didn't Chidsey make a survey and estimate of cost of this? MCM

RESOLUTION:

WHEREAS, there is a certain portion of Court Street constituting a part of the Oregon-Washington Highway within the corporate limits of the City of Heppner, Oregon, which portion lies between the junction of May Street and the Heppner High School is without proper drainage and by reason of such condition, considerable damage is caused each year to both said portion of said Street and Highway in the area of such improper drainage.

THEREFORE, BE IT RESOLVED, that the Council request the State Highway Commission to install an adequate drainage on said portion of said Street and Highway within the corporate limits of the City of Heppner and reimburse said highway commission for its just portion of the cost thereof.

Unanimously adopted by the Common Council and approved by the Mayor this 28th day of June, 1950.

(SEAL)

Walter Baker, Jr.
City Recorder

APPROVED: Taylor J. Lapham
Mayor

State of Oregon)
County of Morrow) ss:
City of Heppner)

I, Walter Baker, Jr., City Recorder of Heppner, do hereby certify that I have compared the foregoing copy of resolution with the original thereof and that the same is a full, true and correct transcript of the original resolution as the same appears of record in my office at Heppner, Oregon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this 28th day of June, 1950.

Walter Baker Jr.

7-1001 Prineville Section of the
Crooked River Highway at Prineville
#3452

RECEIVED
FOR FILING

7-1601
-432
(CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
June 8, 1951

(EST. NO.)	(CONTRACTOR)
4-final	Babler Bros., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9458	R-17517	$ 500.00	June 8, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: None needed .

Completion Date: April 28, 1951 .

Date Accepted: May 24, 1951 .

Penalties: None of record .

Claims: None of record .

Remarks:

Date: 6-11-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD

RECEIVED
FOR FILING

7-1601

3452

May 23, 1951

NOTED
H. L. GLASSYER

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3452, covering grader work and surfacing on the Prineville Section of the Crooked River Highway in Crook County, was completed by the contractor, Babler Bros., Inc., on April 28, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $500 will be released to the contractor after acceptance by the Commission which we anticipate will be at the meeting to be held on May 24. The total contract amount is $8,388.72 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Noted on Cards

RECEIVED
MAY 1 1951
FOR FILING

7-1621
3452

May 16, 1951

Peerless Casualty Company
Rathbone,King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Babler Bros., Inc. on contract No. 3452, for grader work and surfacing on the Prineville Section of the Crooked River Highway in Crook County. This payment, in the amount of $4,097.56, will be made on or after May 26, 1951. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTE ON CARD
5-16-51 gl

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 28, 1951, 19

Section Prineville

Highway Crooked River

Contractor Babler Bros.

Date of contract Jan 23, 1951, 19

Date work started Feb.20, 1951, 19

Amount of contract $7,722.00

Kind of work Grader Work & Oil Mat Surface

Section prefix 7-1601

Contract number 3452

Date of completion July 31, 1951, 19

Estimated date of completion April 28, 1951, 19

Per cent of time elapsed 50.5 %

Estimated cost of completed project, exclusive of engineering $12,376.72

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $1,000.00, 107 %

Date project was completed April 28, 1951, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor started work on this project last Monday by blading, rolling, and watering the grade. Tuesday oiling operations got under way and the oil mat was brought up through the 3/4 - ½ course of rock. As there was a thick course of 3/4 - 0 material under the oil mat the tack shot of oil was shot heavy, ranging from .40 to .51. These heavier shots of oil coupled with the large number of approaches tended to overrun the asphalt.

Wednesday the oil mat was completed, including the second seal. Maintaining operations have been carried on to date.

Finaling of this job awaits receipt of oil invoices.

Mr Swift inspected this job on Tuesday, ✓ Friday.

Signed W. L. G.

Address 1290 Wall Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. BOOTH

NOTED
B A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.76	.76		.76	
Miles partially completed					
Miles completed	.76	.76			
Total estimated quantities		1164		63.41	
Estimated quantities moved or placed to date		1164		63.41	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8 (3-work days)	
Average force on project for week				7	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....3-Trucks . 1 loader, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday			

RECEIVED
APR 30 1951
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 26750

RECEIVED
FEB 14 1951
FOR FILING

7-16-51
34-52

February 13, 1951

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3452 which was awarded to you on January 23, 1951 by the State Highway Commission, for grader work and surfacing on the Prineville Section of the Crooked River Highway in Crook County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JAN 25 1951
FOR FILING

January 25, 1951

Babler Brothers, Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on January 23, 1951, awarded you Contract No. 3452 for 0.76 mile grader work, surfacing, and oiling on the Prineville Section of the Crooked River Highway at Prineville in Crook County. This award was based on your low bid of $7,722 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

elm

cc S. H. Probert

RECEIVED
AUG 23 1950
FOR FILING

Salem, Oregon
August 18, 1950

Unfinished business agenda item No. 39

Mr. R. H. Baldock

Estimated cost to improve Crooked River Highway within city limits of Prineville is $5,000, distance .3 mile. Outside the city limits for 1,000 feet there is quite a large business development, and the improvement really should extend for a distance of .5 mile over all, which will cost $8,500.

W. C. Williams

WCW:hi

RECEIVED
AUG 25 1950
FOR FILING

FORM E-30 25M 9-49 34692

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 18, 1950

SUBJECT: Unfinished business agenda item No. 39

To: Mr. R. H. Baldock

NOTED
W. C. WILLIAMS

Estimated cost to improve Crooked River Highway within city limits of Prineville is $5,000, distance .3 mile. Outside the city limits for 1,000 feet there is quite a large business development, and the improvement really should extend for a distance of .5 mile over all, which will cost $8,500.

W. C. Williams

WCW:hi

Mr. Williams
Please get this project ready.

RECEIVED
MAR 18 1950
FOR FILING

Dist 1
3462

Salem, Oregon
March 15, 1950

Mr. H. G. Smith

In the matter of a request of the City of Prineville for oiling of South Main Street, which is the route of the Crooked River Highway, I believe it would be well to hold up presentation of this matter to the Commission until a further investigation has been made of the additional one-half mile that the City was requesting outside the city limits. If the area outside the city limits is heavily built up it might be that we could improve the 0.7-mile section, instead of the short section of 0.2 mile within the city limits.

Will you please have Mr. Chandler make a report on the 0.7-mile section, and we will present the matter to the Highway Commission at the next meeting.

W. C. Williams

WCW:me

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1707, I am attaching letter from Mr. Chandler which gives the best information available.

Very truly yours,

H. G. Smith

H. G. Smith
Construction Engineer

WGS:F
Enc.

FORM E-20 25M 9-49 84892

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 9, 1950

SUBJECT: South Main Street - Prineville

To: Mr. Edwin A. Pease
Construction Office Engineer
State Highway Department
Salem, Oregon

Dear Sir:

On March 7th I contacted Recorder J. F. Hall of Prineville, concerning the project on South Main Street, which is a part of Highway No. 27 from Prineville to the Central Oregon Highway. This project is two-tenths of a mile long, and extends from a paved street to the city limits. I also contacted two residents on the street who are backing the project - namely: "Doc." Amundson and Wayne Houston. I made a rough estimate which included some base rock and four inches of new crushed rock and an O-11, which would amount to approximately $5000. They said they would contact other property owners and thought they could get 50% co-operation, in which case I would suggest that this be done by Extra Gang forces.

Another point in this matter that they want to discuss further with local residents and the County Court, would be a request for - instead of this two-tenths of a mile - that they see the Commission about approving seven-tenths of a mile, indicating possible co-operation on the same percentage. They might not have this latter projected or arranged in time to advise the Commission at the next meeting. However, if the Commission did the $5000 project, I am sure that the City would advance the co-operative money indicated by these two men.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me

ASSIGNMENT

No. 1707

By _____

50

Description: Copy of Mr. Glaisyer's letter of 2-20-50 to J. F. Hall, City Recorder, Prineville, and copy of J. F. Hall's letter to the Commission, re paving of So. Main St. in Prineville

Acknowledged by _____ Referred to Smith

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _____ Report received _____

Remarks: Ask Chandler to submit estimate. How much co-operation will city furnish? WCW

3-14-50

VED
0 1950
FOR FILING

February 20, 1950

Mr. J. F. Hall
City Recorder
Prineville, Oregon

Dear Mr. Hall:

This acknowledges receipt of your letter of February 17, requesting the paving of South Main Street within the city limits of Prineville.

I am referring your letter to the State Highway Engineer, Mr. R. H. Baldock, for such investigations as he wishes to make, and report to the State Highway Commission. When action has been taken on your request, I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

TMB:ts

cc - Commissioners
R. H. Baldock
W. C. Williams

CITY OF PRINEVILLE
CROOK COUNTY, OREGON
CITY RECORDER

COPIES TO COMMISSIONERS

February 17, 1950

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The residents of South Main Street in Prineville have requested of the City Council that they write you asking that you pave South Main Street within the city limits of Prineville.

This is a State Highway, and the council feels that it has not the authority to pave, however the residents have instructed us to tell you that they are willing to pay a portion of the costs of such paving as willing.

Very truly yours,

CITY OF PRINEVILLE

J. F. Hall

C. F. Hall, Recorder jl

RECEIVED
H. B. CLAUSEN

21-3324 Caretaker's Cottage in Yaquina 1951
State Park just north of
#3453 Newport

RECEIVED
FOR FILING
7-21-51
3453

OREGON STATE HICHWAY COMMISSION
(date)
July 19, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3453	3-final	Theo. J. Pateer	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11574	R-19681	$ 1,735.32	7/18/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: None needed

Completion Date: June 28, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-20-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
JUL 10 1951
FOR FILING

21-3324
3453

Salem, Oregon
July 9, 1951

Change of completion date
for contract No. 3453

Mr. S. H. Probert

Mr. G. S. Paxson

Mr. Gardner has advised this office that contract No.3453, with T. J. Fatsur, for construction of caretaker's cottage in Yaquina State Park, was actually completed on June 28 instead of on May 10, 1951 as previously reported.

For this reason please disregard the notice of its acceptance on May 2[illegible], 1951 in our letter to you under date of May 28. This contract will be resubmitted for acceptance at the next meeting of the Commission.

[illegible]ecretary

cc: M. H. Hawke
H. G. Smith
John W. Cattrall

RECEIVED
FOR FILING
JUL 3 1951
3453

July 3, 1951

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

State highway contract No. 3453 covering construction of caretaker's cottage in Yaquina State Pack, Lincoln County, was completed by the contractor, J. J. Patzer, on June 28, 1951.

Final payment in the amount of $1,735.32 will be made to the contractor after acceptance by the Commission, which we anticipate will be on July 16. The total contract amount is $13,882.50 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on t the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By _____
Acting Secretary

gl

HOLD ON CARD

RECEIVED
– 1951
FOR FILING
FORM E-30X 15M 6-49 32803

21 33 24

3453

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1951

SUBJECT:

To:

Mr. G. S. Paxson
Bridge Engineer
O f f i c e

Attention: Mr. M. Stephenson

Dear Mr. Paxson:

I am returning herewith the plans which were sent to this office relative to the change made necessary because of the water situation in the construction of the Yaquina Bay Park cottage. This was under Contract No. 3453 to T. J. Patzer.

The Commission approved the change in plans substituting the utility room for the basement. I would suggest that you handle this in the usual way.

Very truly yours,

C. H. Armstrong
State Parks Superintendent

CHA:jec
Enc.
cc M. C. Williams ✓

RECEIVED

FORM E-20 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Sir:

Contractor T. J. Patzer started work on February 5, 1951 on the Yaquina State Park Caretaker's Cottage, Contract No. 3453. When his excavation operations had reached a depth of approximately two feet a large volume of underground water was encountered which soon filled the entire excavation. A hole was dug by a power shovel to a depth of ten feet in an effort to pierce a strata that would allow this water to drain out but this was unsuccessful.

As the amount of water is too much for economical basement construction, alternate schemes were investigated. The first scheme was to drain the area requiring approximately 450 linear feet of 12" concrete pipe. If this method was used there would always be the possibility of the drain tile and pipe becoming fouled by sand infiltration. For this reason the idea was abandoned.

The second scheme was to find an alternate site on higher ground. All possible sites in the park area were investigated. All other sites that were suitable for a house with a basement would interfere with plans for future park development.

The third scheme was to build a house without the basement on the site as shown on the plans. This would require the addition of a utility room.

The fourth plan was to cancel the contract, pay the contractor for work done and then readvertise for bids.

Plans were prepared for a house without basement. These plans are attached hereto. The contractor was required to prepare cost estimates for the deletions to the original plan and the additions as shown on the revised plans, drawings 9813, -14, and -15. The cost estimates are shown on the attached sheet.

In our opinion the cost of the additions as shown on the new plans should not be as much as the cost of the basement and other items deleted from the original plans. However it is very difficult to arrive at the cost of the work already performed and for which the contractor is entitled to payment.

The contractor has offered to build the house without basement, on the original site, in accordance with the revised plans for the same lump sum as his original bid. I recommend acceptance of his offer.

Very truly yours,

M. Stephenson

M. Stephenson
Assistant Bridge Engineer

MSgn
Attached

T. J. "Ted" PATZER
Building Contractor
Phone 4165 - 1960 Highway Avenue
29812
Salem, Oregon

February 23, 1951

State of Oregon Highway Commission
Salem, Oregon

Sirs;
Below is list of changes on Caretaker's Cottage, Yaquina State Park, Newport, Oregon.

DEDUCT	ADD
1. Basement concrete wall	1. Utility floor concrete
2. Basement floor	2. Utility foundation
3. Flue	3. Extra height garage foundation
4. Dry well	4. ½" plaster board
5. Floor drain	5. 1 steel sash
6. Basement stair	6. Water pipe
7. 2 ft. builtins	7. Extra wall - interior
8. Waterproofing	8. Extra wall - exterior
9. Basement steel sash	9. Roof
10. Fuel chute	10. Furnace duct work
11. 3 areaways	11. 5 ft. gutter
12.	12. Garage floor fill
	13. Labor & material for basement
	14. Shovel & cat work for basement
Total Deduct $ 789.25	Total Add $ 808.75

RECEIVED
FEB 7 1951
FOR FILING

21-2224
3453

February 7, 1951

Mr. Theodore J. Patzer
1960 Highway Avenue
Salem, Oregon

Dear Sir:

We enclose herewith a fully executed copy of Contract No. 3453 which was awarded to you on January 23, 1951 by the State Highway Commission covering the construction of the Caretaker's Cottage at Yaquina State Park in Lincoln County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr

RECEIVED
MAR 24 1951
FOR FILING

341 3

January 25, 1951

T. J. Patzer
1960 Highway Avenue
Salem, Oregon

Gentlemen:

The State Highway Commission on January 23, 1951, awarded you Contract No. 3493 for the caretaker's cottage in Yaquina State Park just north of Newport in Lincoln County. This award was based on your low bid of $13,882.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY DIVISION

Secretary

cbr

cc S. H. Probert
G. S. Paxson

26-1006 Redecking Steel Bridge 1971
Portland

#3454

RECEIVED
JAN 15 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) Jan. 9, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)		
24-12-6 (CONTRACT NO.) 3454	7-final	General Constr. Co.		
3454 (VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)		(DATE)
22516	R-30947	$	32,179.25	Jan. 8, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: to October 1, 1951

Completion Date: Oct. 1, 1951

Date Accepted: Nov. 8, 1951

Penalties: None of record.

Claims: None of record

Remarks:

Date: 1-10-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
DEC 1 3 1951
FOR FILING

December 13, 1951

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

State highway contract No. 3454 for redecking the Steel Bridge on the Pacific Highway West in Multnomah County was completed by the contractor, General Construction Co., on October 1 and was formally accepted by the Highway Commission on November 8, 1951.

Final payment in the amount of $32,179.25 will be paid to be contractor on or after December 24, 1951. The total contract amount is $181,798.47, of which amount $17,154.75 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: C. A. Tomassene & Sons
1206 Wilcox Bldg.
Portland, Oregon

NOTED ON CARD
12-13-51 gf

RECEIVED
SEP 5 1951
FOR FILING

26 - 1 - 06
3454

September 4, 1951

General Construction Co.
4850 N. W. Front Ave.
Portland 8, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 62 days, from July 31 to October 1, 1951, within which to complete your contract No. 3454 covering redecking of the Steel Bridge on the Pacific Highway West, Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. J. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

O. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
DEC 24 1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 16th, 1951

SUBJECT: Permeability Tests on the Steel Bridge

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith copy of D. J. Barbee's report of August 14th on the permeability tests taken on the asphaltic concrete pavement recently placed on the Steel Bridge under the General Construction Company's contract.

This report indicates a high permeability on the Class "X" light weight concrete placed on the lift span, and indicates the necessity of sealing this. The test taken on the Class "B" asphaltic concrete used on the approaches show, in general, no leakage, except for tests 6 and 7, which show minor leakage, and which are explained in Mr. Barbee's letter. The seal on the lift span would be continued to cover the area represented by test 6, which was a hand raked section. Test 7 was taken over a crack, and I think it would be advisable for the maintenance crew later in the season to hand seal any cracks that would show the need of this seal.

I discussed this seal with Mr. Williams yesterday while I was in Salem, and he indicated the desirability of completing this sealing yet this month. By copy of this letter I am requesting Mr. Barbee to make arrangements for the sealing of the drew span as soon as this work can be scheduled, and I am requesting Maintenance Superintendent, Johnson, to arrange for hand sealing of any cracks that are serious enough to warrent sealing later in the season.

Yours very truly,

L. J. SKELTON
Division Engineer

AJS:w
Encl.
cc: W. C. Williams
G. S. Paxson
D. J. Barbee
A. E. Johnson

RECEIVED
AUG 1 . 1951
FOR FILING

26 - 1006
3414

August 10, 1951

Request for extension of time
No. 4
August 20 and 21 meeting.

State Highway Commission

Gentlemen:

Re: Steel Bridge Redecking
Contract No. 3414
General Construction Company,
Contractor

Herewith an application from the General Construction Company, contractor on the redecking of the Steel Bridge in Portland, asking for an extension of time from July 31, 1951 to October 1, 1951, for the completion of the work under this contract.

The redecking with the exception of the seal on the asphaltic concrete pavement was in place and the structure opened to traffic prior to the expiration of the contract time. We have requested that the placing of this seal be deferred until the deck has been subjected to traffic during warm weather. This extension is to allow this to be done. There is also a small amount of electrical installation to be completed, for which materials have been ordered but have not yet arrived.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

CSP:gm
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson

RECEIVED
FOR FILING

May 15, 1951

Mr. L. W. Althof
District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Steel Bridge Redecking

Reference is made to our recent correspondence concerning the coverage furnished your company under Maryland Casualty Policy 52-343801. We have had considerable correspondence and several conferences with W. C. Dyer and Sons, agents who wrote the policy, and with Mr. Keyes, casualty underwriter for the Maryland Casualty Company of Portland, regarding the coverage afforded your company under this policy in connection with our present operation of redecking the upper deck of the Steel Bridge under contract.

Maryland Casualty Company is hesitant in adding an additional endorsement to the policy, for they feel that an additional endorsement might extend the coverage beyond that intended by the railroads, the State, and the insurance company. They suggest that the doubts with respect to the coverage of this policy be clarified by a letter so as to expressly set forth that the coverage of the policy includes liability arising out of the operation of the contractor or subcontractors. Mr. Keyes has written such a letter, copy of which I enclose herewith. The language of this letter discusses the liability of the railroads with respect to claims against them for bodily injury or property damage arising out of the operation of our contractor. This letter does not discuss the protection that the railroads have or that your company has under the policy with respect to their own property; however, the second endorsement is so worded that there is no doubt in our minds but what your rights as to your own property is fully protected considering the matters contained in this letter with respect to the other provisions of the policy.

After reviewing this letter, will you please advise as to whether or not the policy satisfies your requirements.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached
CAG:gm

RECEIVED
FOR FILING

26-11-

3454

February 19, 1951

General Construction Co.
4850 N. W. Front Ave.
Portland 8, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3454, which was awarded to you on January 23, 1951 by the State Highway Commission, covering redecking of Steel Bridge on the Pacific Highway West in Multnomah County, This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JAN 25 1951
FOR FILING

January 25, 1951

General Construction Company
3840 Iowa Avenue
P. O. Box 3244
Seattle, Washington

Gentlemen:

The State Highway Commission on January 23, 1951, awarded you Contract No. 3454 for redecking the steel bridge in Portland, in Multnomah County. This award was based on your low bid of $170,773.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr

cc S. H. Probert
C. S. Paxson

F-57(2) Monmouth-Suver Road Sec., Pacific Hwy. West 1951

#3455

RECEIVED

FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

27-1022

Salem, Oregon
January 22, 1952

SUBJECT:

Engineering costs for Monmouth-Suver Section Paving Contract No. 3455 during 1951

To:

Mr. F. D. Eason
Division Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In answer to your request for an itemized statement of engineering cost for the Monmouth-Suver Section of 99W, Contract No. 3455, Prefix 27-1022, I submit the following:

The contract was awarded January 23, 1951, and finished May 29, 1951. Engineering salaries during February, March, April and May, inclusive, totaled $5,904.75; gas and oil, $175.36; equipment rentals, $434.62; office rent, $19.66; telephone, $3.53; invoices covering equipment items and testing charges, $425.71; invoices after semi-final submitted, $6.59. Total expenditures: $6,970.22.

Note: The items listed below have been included in the above costs:

Salaries of Laboratory, field and plant crew	$ 754.02
Invoices for laboratory tests	374.00
Cost charges by Clymer	0.00
Exchange time on salary charge	33.00
Cost of construction field crew reestablishing line and staking in preparation of contract	585.28
Equipment rental during this period	234.60
Gas, oil, etc.	206.84
Construction engineering provided under the contract set-up	$6,773.20
Contingency allowance	3,809.93
Total set up for contract	$95,248.13
Total costs, including engineering	$92,657.00
Underrun for job	2,591.13

The pay roll costs during the construction period by months were as follows:

February, 1951. Construction crew averaged 4 men and engineer	$ 340.25
March	245.03
April — during paving period, including inspector and two helpers	2,027.77
Plus Laboratory crew in April	372.90
May — Construction crew	2,537.68
Laboratory crew	381.12
Total	$5,904.75

It should be noted that the other construction contract under my supervision was shut down during the winter period and did not resume until April. This Scio job was evidencing an overrun in all costs, including engineering, and it seemed proper and desirable to place engineering costs during the February to May period on the Monmouth-Suver Project, which was then in progress. Some engineering charges, including equipment rentals, were charged to this job in order to carry the expense during this period.

Yours very truly,

Kenneth E. Bartel
Resident Engineer

RECEIVED
SEP 5 1951
FOR FILING

H. Baldock

August 15th, 1951

Contract #3455
Monmouth-Suver Section
F-57(2)
3455

FINAL COST ANALYSIS
Asphaltic Concrete Paving
Warren-Northwest, Contractors
Kenneth E. Bartel, Resident Engineer

Prefix 27-1022
Pacific Highway West

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
RS-1 Emul. in Tack Coat	7.2375	Ton	$34.84	$40.00	$ 252.15	$ 289.50
Class "B" Asphaltic Concrete	12,110.225	"	5.86	5.90	70,961.81	71,450.33
RS-1 Emul. in Seal Coat	51.6625	"	38.75	40.00	2,002.12	2,066.50
¼"-10 Agg. in Seal Coat	440	Cu. Yd.	4.25	4.00	1,871.33	1,760.00
3/4"-0" in Shoulders	3,661	" "	3.16	2.75	11,583.43	10,067.75
Sprinkling	26.4	M-Gal.	2.37	2.00	62.45	52.80
					$86,733.29	$85,686.38

Total Cost	$86,733.29
Gross Revenue	85,686.38
Net Loss	$ 1,046.41

Net Loss Equals 1.2% of Gross Revenue

NOTED
State Highway Engineer

Monmouth-Suver

Detail of Cost

Labor:				
Supervision			$1,110.00	
Labor			10,009.71	
Labor Insurance			630.42	
				$11,750.13
Materials:				
85-100 Asphalt	741.08 Ton	at $22.00	$16,303.76	
Emulsified Asphalt	58.9 "	" 25.20	1,484.28	
Railroad Freight on Asphalt			2,334.40	
" " " Emulsion			138.36	
¼"-10 Cr. Gravel	440 Cu. Yd.	at $1.35	594.00	
3/4"-0" Cr. Gravel Aggregate	9,474.8 "	" " 1.35	12,790.98	
3/4"-0" Cr. Gravel Shldr. Material	3,658 "	" " 1.35	4,938.30	
				38,584.08
Equipment Rental & Miscellaneous Expense:				
Equipment Rental, Owned			$10,691.00	
Hired Trucks, Including Operators			16,093.96	
Gas, Oil & Grease			4,791.49	
Electric Power			229.68	
Misc. Expense & Small Tools			464.70	
P.U.C.'s			127.60	
Freight & Cartage			328.60	
Public Liability Insurance			126.15	
Bond			507.93	
Field Office Expense			467.40	
Home Office Expense & General Overhead			2,570.57	
				36,399.08
Total Cost				$86,733.29

Monmouth-Suver

Breakdown of Class "B" Asphaltic Concrete

	Total	Quantity	Unit	Unit Cost
Move In & Set Up	None	12,110.225	Tons	——
Feed Plant	$1,584.40	"	"	$0.131
Heat & Mix	12,649.34	"	"	1.045
Haul to Road (16.0 Mi. Av.)	12,760.09	"	"	1.054
Street Cost	5,716.77	"	"	0.472
Traffic Control	1,164.36	"	"	0.096
Mineral Aggregate	12,790.98	"	"	1.056
85-100 Asphalt & Freight	18,638.16	"	"	1.539
Overhead & Proratable Expense	5,657.71	"	"	0.467
	$70,961.81	12,110.225	Tons	$5.860

Average Production - 67 Tons per Hour.

3,000-Lb. Batch Plant.

Remarks:

This contract, which required the resurfacing with asphaltic concrete of 5.21 miles of the Pacific Highway West, was bid and awarded on January 23rd, 1951. The contractor started the project on April 16th, and completed on May 28th, 1951.

A 3,000-lb. batch plant had been set up the previous year adjacent to the Corvallis Sand & Gravel Company's commercial plant which is situated at the south edge of town. The aggregate was produced and piled by the commercial plant and cost the contractor $1.35 per cubic yard. The muck sand was also provided by the gravel company. Both aggregate and sand had a high moisture content, and, as the plant had only a single drying unit, production suffered, and the average was only 67 tons per operating hour. Asphalt for the mix was shipped in by rail from Portland, a D-7 cat and dozer fed the plant, and the hauling to the road was done with from 12 to 14 hired trucks. The average hauling distance was 16.0 miles and cost $0.066 per ton mile.

The shoulder rock and seal coat aggregate were secured from the commercial source and barreled emulsion was used for the tack coat.

The contracting company had perfect weather for the work, there was no set up cost charged to the asphalt plant, and, as the work was on a 40-hour week schedule, very little overtime was paid for labor. A low production average on asphaltic concrete resulted in a very small profit on the item, and too low a bid price on the 3/4" - 0" shoulder material caused the job to show a small loss.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

F-3713(3)

3455
(CONTRACT NO.)

OREGON STATE HICHWAY COMMISSION
(date)
July 18, 1951

(EST. NO.) (CONTRACTOR)

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3455	3-final	Warren Northwest, Inc.	
11501	B-19684	$ 2,570.61	7/18/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: None needed

Completion Date: May 28, 1951

Date Accepted: June 18, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-20-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: Ida Wichlander
JUL 31

RECEIVED
JUL 1951
FOR FILING

7-57(2)

June 29, 1951

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

State highway Contract No. 3455 for work performed on the Monmouth-Suver Road Section of the Pacific Highway West in Polk County was completed by the contractor, Warren Northwest, Incorporated, on May 28, 1951 and was formally accepted by the Highway Commission on June 18, 1951.

Final payment in the amount of $2,570.61 will be released to the contractor on or after July 9, 1951. The total contract amount is $85,686.88, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Notified 6-29-51 ehr

By_____
Acting Secretary

ehr

RECEIVED
FOR FILING

7-57 (2)

June 22, 1951

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Warren Northwest, Incorporated on Contract No. 3455 covering resurfacing on the Monmouth-Suver Road Section of the Pacific Highway West in Polk County. This payment, in the amount of $29,692.00, will be made on or after July 2, 1951. The retained percentage is $2,570.61.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ehr

cc Rodgers Insurance Agency, Inc.
803 Title and Trust Building
Portland 4, Oregon

NOTED ON CARD
6-22-51

RECEIVED
FOR FILING

June 5, 1951

Mr. C. O. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on May 28, 1951 on Contract No. 3455, Monmouth-Dover Section, in connection with Federal Aid Project No. F-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCPiew

cc: John Cattrall

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May - 26, 19 51

Section Monmouth - Suver

Kind of work Pavement Repairing

Highway Pacific Highway - West

Section prefix 27-1022

Contractor Warren Northwest, Inc.

Contract number 3455

Date of contract June - 23, 19 51

Date of completion Sept. - 30, 19 51

Date work started April - 16, 19 51

Estimated date of completion Aug. - 31, 19 51

Amount of contract $ 84465.00

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 6700.00, 7.9 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor moved Equipment to No. 1 Distribution
2 Rollers - 1 Blade - 1 Power unit - 2 Trucks - 1 Dist Car - 2 to 7 trucks

Contractor hauling from Monmouth Quarry
using 12 to 15 and from 15 to 27 ton trucks.

All shoulder material in place - 2 miles
of shoulders finished on Thursday - 28th
Contractor

RECEIVED
MAY 29 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.21			5.21
Miles partially completed		5.21			5.21
Miles completed		4.00			5.21
Total estimated quantities		2900			12100 Ton
Estimated quantities moved or placed to date		3375			12100 "
Average daily quantities		675			
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	25				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ... ., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Partly Cloudy		
Saturday	Clear		

State Printing Dept. 41608

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MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

May 1, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-57(2)
Monmouth-Suver Section
Pacific Highway West

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield

L. J. Caufield
Principal Highway Engineer

Encl.

jwr

(Revised 1946)

(C) 259

State Oregon

Federal Aid Project No. F-57(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of April, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 19 50, a program, which was approved on the 5th day of January, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of January, 19 51; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-seven thousand and 00/100

dollars ($ 57,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11378-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1135+00 in the NW 1/4, Section 6, T. 9 S., R. 4 W., W.M., and survey station 1410+04 in the NE 1/4, Section 31, T. 9 S., R. 4 W., W.M., exception stations 1284+75.1 to 1287+76.2 and 1302+18 to 1305+22,

, length 5.094 miles, in Polk County, being Oregon Federal Aid project No. F-57(2), consisting of 5.094 miles of roadway and No bridges, [redacted] of more than 20 feet clear span, [redacted].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-seven thousand and 00/100 dollars ($57,000.00), which does not exceed the authorized Federal pro rata share of ninety-three thousand, one hundred thirty-one and 50/100 dollars ($93,131.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

SECRETARY

By _____

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16-11379-2

RECEIVED
APR 3 1951
OREGON DIST.

April 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission, for the Monmouth-Suver Section, Project No. F-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JK:rs

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

April 11, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-57(2)
Monmouth-Suver Road
Sec. Pacific Hwy. West

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encls.

April 11, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-57(2)
Monmouth-Suver Road
Sec. Pacific Hwy. West

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
F. E. Andrews
Principal Highway Engineer

Encls.

March 28, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Monmouth-Suver Section, Project No. F-57 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-57 (2)

MONMOUTH-SUVER ROAD SECTION
OF THE PACIFIC HIGHWAY WEST IN POLK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 6, 1951

Type Code 6201
Roadway (Sta. 1135+00 to 1410+04)

30	tons	RS-1 Emulsified Asphalt in Tack Coat	$40.00	$ 1,200.00
12,100	tons	Class "B" Asphaltic Concrete	5.90	71,390.00
62	tons	RS-1 Emulsified Asphalt in Seal Coat	40.00	2,480.00
370	cu. yds.	½" - #10 Aggregate in Seal Coat	4.00	1,480.00
2,900	cu. yds.	3/4" - 0 Materials in Shoulders	2.75	7,975.00
70	M-gal.	Sprinkling	2.00	140.00
		Subtotal		$84,665.00
		10% Engr. & Cont.		8,466.50
		Total		$93,131.50

Length of Roadway	5.094 miles
Length of Bridges (Exception)	.115 mile
Total Length	5.209 miles
Cost per mile, roadway	$18,282.58

Federal Aid Funds- -	$57,000.00
State Funds- -	36,131.50
	$93,131.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

January 19, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Monmouth-Suver Section, Project No. F-57 (2) in which estimate the unit price has been changed for the item of "Class 'B' Asphaltic Concrete."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JeWend

Oregon State Highway Department

Federal Aid Project No. F-57 (2)

MONMOUTH-SUVER ROAD SECTION

OF THE PACIFIC HIGHWAY WEST IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 19, 1951

Type Code 6201
Roadway (Sta. 1135+00 to 1410+04)

30	tons	RS-1 Emulsified Asphalt in Tack Coat	$50.00	$ 1,500.00
12,100	tons	Class "B" Asphaltic Concrete	6.50	78,650.00
62	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	2,790.00
370	cu. yds.	¼" - #10 Aggregate in Seal Coat	5.00	1,850.00
2,900	cu. yds.	3/4" - 0 Materials in Shoulders	3.00	8,700.00
70	M-gals.	Sprinkling	3.00	210.00
			Subtotal	$93,700.00
			10% Engr. & Cont.	9,370.00
			Total	$103,070.00

Length of Roadway	5.094 miles
Length of Bridges (Exception	.115 mile
Total Length	5.209 miles
Cost per mile, Roadway	$20,233.60

Federal Aid Funds- - - -

Oregon State Highway Department

Federal Aid Project No. F-57 (2)

MONMOUTH-SUVER ROAD SECTION

OF THE PACIFIC HIGHWAY WEST IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, ~~December 27~~, 1950

Type Code 6201

Roadway (Sta. 1135+00 to 1410+04)

30	tons	RS-1 Emulsified Asphalt in Tack Coat		$50.00	$ 1,500.00
12,100	tons	Class "B" Asphaltic Concrete	6.50	~~6.00~~	~~72,600.00~~ 78650.00
62	tons	RS-1 Emulsified Asphalt in Seal Coat		45.00	2,790.00
370	cu. yds.	½" - #10 Aggregate in Seal Coat		5.00	1,850.00
2,900	cu. yds.	3/4" - 0 Materials in Shoulders		3.00	8,700.00
70	M-gals.	Sprinkling		3.00	210.00
			Subtotal		~~$87,650.00~~ 93700.00
			10% Engr. & Cont.		~~8,765.00~~ 9370.00
			Total		~~$96,415.00~~ 103070.00

Length of Roadway	5.094 miles
Length of Bridges (Exception)	.115 mile
Total Length	5.209 miles
Cost per mile, Roadway	~~$18,507.31~~ 20233.60

Federal Aid Funds-	~~$58,000.00~~ 60000.00
State Funds-	~~38,415.00~~ 43070.00
	~~$96,415.00~~
	103070.00

December 27, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change to accompany plans and specifications for the Monmouth-Suver Road Section, Project No. F-57 (2).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JeN:gs

Encl.

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

December 27, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Primary Highway Program (Previous program) | (Date of approval)

COUNTY Polk | Route No. FA 9

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	111	F-57 (2)	2.2 mi. So. of Monmouth to Suver Road	Survey-Plans					2-lane high-type pavement
				Right-of-Way					
				Construction	100,000	60,000	40,000	5.50	
				TOTAL	100,000	60,000	40,000	5.50	
Requested Revision	111	F-57 (2)	1.7 mi. So. of Monmouth to Suver Road	Survey-Plans					2-lane high-type pavement
				Right-of-Way					
				Construction	100,000	60,000	40,000	5.21	
				TOTAL	100,000	60,000	40,000	5.21	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: North end of project erroneously described. Project shortened at south end slightly to stay within approximate programmed amount.

Date December 27, 1950

R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

GOVERNMENT PRINTING OFFICE 16—81032-1

MONMOUTH-SUVER ROAD SECTION

PROJECT NO. F-57 (2)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

December 27, 1950

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APR 2 1951
FOR FILING

E-90-J
3455

April 20, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This is to advise you that work was started on April 16, 1951 on Contract No. 3455, Monmouth-Suver Section, in connection with Federal Aid Project No. ~~F-57~~ (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

DBF:plc

RECEIVED
FEB 14 1951
FOR FILING

7-57(5)

3455

February 13, 1951

Warren Northwest,Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3455 which was awarded to you on January 23, 1951 by the State Highway Commission, for resurfacing on the Monmouth-Suver Road Section of the Pacific Highway West in Polk County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Returned

RECEIVED
JAN 27 1951
FOR FILING

January 25, 1951

Warren Northwest, Incorporated
1722 Center Street
Salem, Oregon

Gentlemen:

The State Highway Commission on January 23, 1951, awarded you Contract No. 3455 for 5.21 miles of pavement resurfacing on the Monmouth Suver Section of the Pacific Highway West about 2 miles south of Monmouth, in Polk County. This award was based on your low bid of $84,665 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr

cc S. H. Probert

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 23, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. F-57(2) Monmouth-Suver Road Section of the Pacific Highway West about 2 miles south of Monmouth, to Warren Northwest Inc., Portland, who submitted the low bid.

Our concurrence in award is predicated on your verbal agreement that no additional increase in Federal-aid participation will be requested by the State on this project.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

January 16, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon Project F-57(2), Monmouth-Suver Section of the Pacific Highway West.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
- 1951
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 8, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-57(2), Monmouth-Suver Section of the Pacific Highway West, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer

FI-321(4) E. Unit, LaGrande-Ladd Canyon 1951
Sec., Old Oregon Trail Hwy.
#3456

December 3, 1952

FI-321(4)

FINAL COST ANALYSIS

Contract #3456

Prefix 31-1024, FI-321(4)

East Unit, LaGrande-Ladd Canyon

Old Oregon Trail Hwy.

Grading & Topping

Contractors-Leonard & Slate, Ltd. & E. C. Hall Co.

Resident Engineer-J. C. Hiatt

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing		All	$	$	$ 9,795.81	$ 16,000.00
*Trench Excavation	1,526.91	Cu. Yds.	3.00	2.40	3,658.99	4,580.73
*Spec. Borrow Excavation	108,476.8	" "	.34	.31	33,977.13	36,882.11
*General Excavation	767,933.6	" "	.68	.64	491,916.96	522,194.85
*Short Overhaul	2,467,450	Yd. Sta.	.015	.013	32,629.05	37,011.75
*Long Overhaul	54,158.3	C.Yd. Sta.	.50	.44	23,833.96	27,079.15
*Truck Haul on Borrow	152,783.1	Yd. Mile	.25	.274	41,882.06	38,195.78
*Fin. R/B & Slopes	6.41	Mile	600.00	555.90	3,563.33	3,846.00
*Rounding Cut Banks	9,140	Lin. Ft.	.20	.17	1,584.83	1,828.00
*Placing Top Soil	3,755.1	Cu. Yds.	.95	.96	3,596.98	3,567.35
*Prep. Soil & Seeding	48.31	Acre	100.00	86.05	4,157.13	4,831.00
*Nitrogen Fertilizer	1,449	Lbs.	.40	.39	560.86	579.60
*18" Concrete Pipe	414	Lin. Ft.	4.50	2.90	1,200.60	1,863.00
*24" " "	621	" "	5.00	3.70	2,297.70	3,105.00
* 1" Galv. Water P.	292	" "	1.00	.85	247.97	292.00
**Class "A" Conc.	1,451.35	Cu. Yds.	55.00	39.47	57,284.13	79,824.25
**Metal Rein.	268,530	Lbs.	.12	.11	29,564.16	32,223.60
*Selected Cinder Topping	166,503	Cu. Yds.	.30	.257	42,838.00	49,950.90
*Hauling " "	1,662,525	Yd. Mi.	.06	.06	99,312.12	99,751.50
*Sprinkling	2246.2	M/Gal.	2.50	2.18	4,894.61	5,615.50
*P.A. #1, 6" Conc. Drain Tile	171	Lin. Ft.	.75	.71	121.54	128.25
*P.A. #1, 3/4-0 Gravel Backfill	10	Cu. Yds.	5.00	4.92	49.19	50.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**P.A. #2, Cement Adj. in Favor Contractor	12.12	Bbl.	$ 4.38	$ 4.38	$ 53.09	$ 53.09
*P.A. #3, 30" Conc. P.	30	Lin. Ft.	6.50	5.40	161.89	195.00
*P.A. #4, Crested Wheat Grass	306	Lbs.	.29	.29	88.74	88.74
*P.A. #4, Ladak Alfalfa	161	"	.81	.81	130.41	130.41
*P.A. #4, Oat Grass	222	"	.80	.80	177.60	177.60
*P.A. #4, Ammonium Sulfate	4.55	Ton	74.50	74.50	338.98	338.98
*P.A. #4, Cartage on Ammonium Sulfate	91	Cwt.	1.32	1.32	120.12	120.12
					$890,037.92	$970,504.26

	Gross Rev.	Total Cost	Profit	% Profit
*Leonard & Slate, Oregon Ltd. and E. C. Hall Co.	858,403.32	803,189.63	55,213.69	6.4%
**Snook Brothers	112,100.94	86,848.29	25,252.65	22.5%
Grand Total	$970,504.26	$890,037.92	80,466.34	8.3%

East Unit, LaGrande-Ladd Canyon
Contract #3456

Detail of Cost
Snook Brothers

Labor:		
Labor	$25,030.45	
Labor Insurance	2,127.59	
		$27,158.04
Materials:		
Concrete Aggregate	5,814.42	
Cement	10,281.22	
Metal Reinforcements	20,918.51	
		37,014.15
Equipment Rentals & Misc. Supplies:		
Equipment Rentals	7,900.00	
Gas, Oil & Grease	2,256.92	
Bond	754.91	
P. U. C. Fees	55.00	
P.L. & P.D. Insurance	312.88	
Lumber	4,361.62	
Small Tools & Misc. Supplies	1,429.73	
Supervision & Overhead	5,605.04	
		22,676.10
T o t a l C o s t		$86,848.29

East Unit, LaGrande-Ladd Canyon
Contract #3456

Detail of Cost
Leonard & Slate

Labor:

Supervision	$ 17,600.00	
Labor	311,976.17	
Labor Insurance	15,001.75	
		$344,577.92

Materials:

18" Conc. Culv. P.	414 Ft. at	1.85	$ 765.90
24" " " "	621 Ft. "	2.70	1,676.70
30" " " "	30 Ft. "	3.50	105.00
6" " Drain Tile	155 Ft. "	.32	49.90
6" Corr. Perf. Drain Pipe	16 Ft. "	1.11	17.83
1" Galv. Water Pipe	292 Ft. "	.545	159.68
Crested Wheat Grass	440 Lbs. "	.29	127.60
Ladak Alfalfa	330 Lbs. "	.81	267.30
Oat Grass	275 Lbs. "	.80	220.00
Ammonium Sulfate	8¼ Ton at	74.50	614.63
Alta Fescue	275 Lbs. "	.58	159.50
3/4-0 Gravel	10 C.Y. "	3.20	32.00
			4,196.04

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$310,184.62	
Equipment Rental (Hired, fully operated)	36,020.47	
Gas, Oil & Grease	48,017.13	
Bond	6,487.18	
P. U. C. Fees	258.90	
P.L. & P.D. Insurance	4,119.70	
Move In, Freight & Cartage	5,124.01	
Small Tools & Misc. Supplies	10,640.41	
Explosives	10,932.55	
Home Office & General Overhead	22,630.70	
		454,415.67

Total Cost $803,189.63

East Unit, LaGrande-Ladd Canyon
Contract #3456

Remarks:

This was a Federal Aid Project for grading and topping of 6.41 miles of highway roadbed on the East Unit, LaGrande-Ladd Canyon Section of the relocated Old Oregon Trail Highway, in Union County.

This project was bid and awarded January 23, 1951, work started February 5, 1951, and project completed May 24, 1952.

The contractor moved in a clearing crew on February 10, 1951, consisting of two D-8 cats and clearing dozers, two power saws, one flatbed truck, one pickup and an average of 12 men. Good progress was made on the clearing and a nice profit realized.

The grading equipment began to arrive February 24, 1951, and started excavation immediately on channel change between Stations 342 and 367 with a 1½ cubic yard shovel. Boulders, and mud were encountered which slowed down production. Two D-8 cats and carryalls and push cat were moved into the cut and moved most of this material at Stations 376 to 382, with the exception of 7' to 8' which had to be drilled and blasted, and from Stations 401 to 455 all of this material had to be drilled and blasted. The contractor moved in large equipment consisting of two - 2½ cubic yard shovels, one - 3/4 cubic yard shovel, five compressors, five wagon drills, seven D-8 cats and five scrapers, five tournapulls, three D-W 10's, three dumptors, three Mack trucks, ten - 17 cubic yard Euclid end dump trucks, three graders and two rollers. Good progress was made on the solid rock excavation. Inclement weather and slides at Sta. 380 and 460 slowed production considerably, also increased the yardage to be excavated. This material was muddy and did not handle easily. These cuts kept sliding constantly and the shovel would move from one slide area to the other, as the contractor had removed one - 2½ cubic yard shovel from the project previously, anticipating one shovel could complete the project.

The box culverts were subcontracted by Snook Brothers and good progress was made on the box culvert realizing a good profit.

On December 1, 1951, contractor moved the 3/4 cubic yard shovel into the cinder pit at Station 838, started hauling cinder topping December 3rd, with five Euclid trucks with beds built up to haul 30 cubic yard. On December 24th, a 2½ cubic yard shovel was moved to the cinder pit then an additional five Euclid trucks were used on hauling, also approximately 23 hired trucks were used to haul cinders. Good progress was made on the loading and hauling of the cinders with the exception of short periods in January and February, 1952, when it would freeze and snow and were unable to work.

During the winter months the contractor kept almost a full crew, all the key men and all of the equipment operators. This resulted in a large payroll, with very little work accomplished.

The contractor had good bid prices, supervision and equipment but due to the winter carryover and the muddy material that had to be removed from the slide areas, only a fair profit was realized.

E. H. Clymer
Chief Cost Analyst
By . . . George Kayser

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 24, 1952

(CONTRACT NO.) F1-321(4) (EST. NO.) (CONTRACTOR)

3456 18-final Fred H. Slate Co. Oregon Ltd & E. C. Hall Company

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

21412 E-51174 $ 23,690.61 11/21/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1951

Time Extensions: to May 23, 1952 without penalty

Completion Date: May 23, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-2-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

12-2-52

RECEIVED
NOV 1 1952
FOR FILING

November 7, 1952

Oregon State Highway Commission

[redacted]

Due to excessive slides, not anticipated, the project authorization for Contract No. 3426, East Unit, Jefferson-Madd Canyon Grading and Topping Project, will be overrun in the amount of approximately $57,000, which, on the entire project, is a percentage overrun of 5.97 per cent. The excavation and haul, by reason of the slides, increased the cost $76,000, but savings on other items, including the contingency fund, and an underrun of approximately $25,000 in engineering, has decreased the total amount of the overrun to the above stated amount of $57,000.

This matter will be on the next agenda, and it is respectfully requested that you approve an increase of $57,000 in the project authorization.

Very truly yours,

R. H. Babcock
State Highway Engineer

cc Mr. H. C. Smith
Mr. S. H. Probert
Mr. C. N. Maison

WCW:me lg

RECEIVED
FOR FILING
11-9-52
FILED

November 7, 1952

Maryland Casualty Co.
Baltimore 3
Maryland

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3456 for work performed on the East Unit of the La Grande-Ladd Canyon Section of the Old Oregon Trail in Union County was completed by the contractor, Fred H. Slate Co.Oreg.Ltd. & E. C. Hall Co., on May 23, 1952 and was formally accepted by the Highway Commission on August 18,1952.

Final payment in the amount of $28,690.61 will be paid to the contractor on or after November 17, 1952. The total contract amount is $970.504.26 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.

NOTED ON CARD
11-7-52 gj

RECEIVED
SEP 17 1952
FOR FILING

F I L E

September 17, 1952

Maryland Casualty Co.
Baltimore 3
Maryland

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Fred H. Plate Co. Oreg. Ltd. and E. C. Hall Co. on contract No. 3456, covering the East Unit, La Grande-Ladd Canyon Section of the Old Oregon Trail in Union County.

This payment, in the amount of $5,170.62, will be released to the contractor on or after September 27, 1952. The retained percentage is $29,128.26.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

EL

cc: Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
9-17-52

RECEIVED
SEP 1 1952
FOR FILING

September 9, 1952

Ered H. Slate Co.Oreg Ltd. &
. C. Hall Co.
7805 S. W. 40th Ave.
Portland 19, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 69 days, from March 15 to May 23, 1952, within which to complete your contract No. 3456 for grading and topping on the East Unit, LaGrande-Ladd Canyon section of the Old Oregon Trail in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: R. F. Chidsey,
Division Engineer

J. C. Hiatt,
Resident Engineer

H. C. Smith,
Construction Engineer

NOTED ON CARD
9

RECEIVED
AUG 14 1952
FOR FILING

August 13, 1952

Request for extension of time
No. 19
August 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Leonard & Slate Ore. Ltd. & H. J. Hall Co. for an extension of time on Contract No. 3456, East Unit, LaGrande-Ladd Canyon Section of the Old Oregon Trail Highway, from March 15, 1952 to May 23, 1952.

Extensive slides developed on this contract and the contractor was required to move in excess of 100,000 additional cubic yards before the contract was completed.

These conditions were beyond his control, and I would therefore recommend that the extension be granted without penalty Mr. C. O. Falk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP: lg

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 13, 1952

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3456, E. Unit, LaGrande - Ladd Canyon Section of the Old Oregon Trail Highway, Ore. FI-321 (4), from March 15th, 1952 to May 23rd, 1952.

Extremely extensive slides developed on this contract and the contractor was required to move in excess of 100,000 additional cu. yds. before the project was completed.

These conditions were beyond his control, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't. State Highway Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams

RECEIVED
JUN 16 1952
FOR FILING

June 16, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Fred H. Slate Co.Oreg.Ltd. and E. C. Hall Co. a portion of the funds heretofore retained by the Commission in connection with contract No. 3456, for grading and topping on the East Unit, La Grande-Ladd Canyon section of the Old Oregon Trail in Union County.

This payment, in the amount of $59,626.66, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $28,968.34. The present payment will be released on or after June 26, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

ecretary

cc: Maryland Casualty Co.
Baltimore 3
Maryland

Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
6-16-52

RECEIVED
JUN 9 1952
FOR FILING

May 29, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 23, 1952 on Contract No. 3456, E. Unit, LaGrande-Ladd Canyon Section, in connection with Federal Aid Project No. FI-321 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/ec
cc: John Cottrell

Form E-1—10M—11-51

FI-321(4)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending No. 66 Final May 24, 1952

Section E. Unit, La Grande-Ladd Canyon

Highway Old Oregon Trail

Contractor Fred H. Slate Co. Ore. Ltd. & E. C. Hall Co.

Date of contract Jan. 23, 1951

Date work started Feb. 5, 1951

Amount of contract . . . . . $ 850,863.50

Kind of work Grading & Topping

Section prefix 31-1024 FI-321(4)

Contract number 3456

Date of completion Nov. 30, 1951

Estimated date of completion May 23 (Complete), 1952

Per cent of time elapsed 154 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 961,000.00

Per cent of contract completed, based on total contract price . . . . . 113 %

Engineering cost to date $ 38,000.00, 55.8 %

Date project was completed May 23, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

2½ yard shovel finished clean-up of slide area above station 450 first part of the week, moved into slide at 380 and removed muck that had moved into ditch and shoulder area. That portion of the roadway that was heaved due to slide action (station 378+50 to 379+50) was again excavated to a depth of from three to five feet and backfilled with talus rock. This area is still very wet but is now holding traffic quite well.

Clean-up of the slide at 390 completed this contract and the contractor started moving his equipment away from the job on Saturday.

State drilling crew moved onto the job the middle of the week and had one 113' hole in the slide cut at 441 by the end of the week. An inch and a quarter pipe was driven into this hole and is draining a small stream of water. A hydraulic drill is being used for this work.

RECEIVED
MAY 28 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. C. Hatt

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.41	6.41			
Miles partially completed					
Miles completed	6.41	6.41			
Total estimated quantities	881,000	166,330			
Estimated quantities moved or placed to date	881,000	166,330			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	23				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers 2, Sheep-foot rollers ....., 3 Euclid dump trucks, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-warm		
Monday	Fair-warm	AM, Rain PM	
Tuesday	Part cloudy-showers		
Wednesday	" "	-warm	
Thursday	Fair-warm		
Friday	" "		
Saturday	Part cloudy-showers in PM		

State Printing 53382

RECEIVED
JAN 15 1952
FOR FILING

January 14, 1952

Leonard & Slate Drug Ltd. and
E. C. Hall Co.
7805 S. W. 60th Ave.
Portland 19, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 106 days, from November 30, 1951 to March 15, 1952, within which to complete your contract No. 3456 covering the East Unit, La Grande-Ladd Canyon Section of the Old Oregon Trail in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: M. F. Childers,
Division Engineer

John C. Hiatt,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON BOARD
1-14-52

RECEIVED
DEC 1951
FOR FILING

71-2:1(4)
2/12

December 14, 1951

Request for extension of time
No. 17
December 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Leonard & State Oreg. Ltd. & S. C. Hall Co. for an extension of time on Contract No. 3456, East Unit, LaGrande-Ladd Canyon Section, from November 30, 1951 to March 15, 1952.

The original contract specified sectional steel plate culverts. After the contract was awarded, it was found that these culverts could not be obtained without considerable delay due to priorities, and for this reason concrete box culverts were substituted, which involved considerable additional work. Also, several slides developed on this project, which greatly increased the amount of materials to be removed over that specified in the original contract.

For these reasons, I would recommend that the extension be granted without penalty. Mr. C. O. Nolk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:sh lg
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING
713-14)

November 29, 1951

Mr. C. S. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3456, [illegible] Unit, LaGrande - Ladd Canyon Section, Ore. FI 321 (4), from November 30th, 1951 to March 15th, 1952, to Leonard & Slate Crag, Ltd., & A. C. Hall Co., contractors.

The original contract specified sectional steel plate culverts. After the contract was awarded, it was determined that these culverts could not be obtained without considerable delay due to priorities and, for this reason, concrete box culverts were substituted, which involved considerably additional work.

Also, several slides developed on this project, which involved moving a considerably increased amount of quantities over that originally specified in the contract.

For these reasons, I would recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
FOR FILING

April 25, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission, for the East Unit, LaGrande-Ladd Canyon Section, Project No. FI-321 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ps

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

April 12, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-321(4)
East Unit, LaGrande-Ladd Canyon Sec.
The Old Oregon Trail

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 1, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-321(4)
East Unit, LaGrande-
Ladd Canyon Section

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

(Revised 1946)

State Oregon

Federal Aid Project No. FI-321(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of April, 1951,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1950, a program, which was approved on the 5th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of January, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred fifty thousand and 00/100

dollars ($ 450,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 129+00 in the NW 1/4, Section 23, T. 3 S., R. 38 E., W.M., and survey station 467+40 in the NE 1/4, Section 23, T. 4 S., R. 38 E., W.M., without exception,

, length 6.408 miles, in Union County, being Oregon Federal Aid project No. FI-321(4), consisting of 6.408 miles of roadway and no bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

...date and eligibility have been made available
...AMENDMENT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred fifty thousand and 00/100 dollars ($450,000.00), which does not exceed the authorized Federal pro rata share of nine hundred thirty-five thousand, nine hundred forty-nine and 85/100 dollars ($935,949.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department)

By

Chairman, State Highway Commission

(Title of officer)

By

Member, State Highway Commission

(Title of officer)

By

Member, State Highway Commission

(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,

Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
APR 26 1951
OREGON DIV.

March 28, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the East Unit, La Grande-Ladd Canyon Section, Project No. FI-321 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. FI-321 (4)

EAST UNIT, LA GRANDE-LADD CANYON SECTION
OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 6, 1951

Type Code 0011
2-Lane Roadway (Sta. 129+00 to 379+00)

All Required		Clearing and Grubbing (70%)		$ 11,200.00
660	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,980.00
83,000	cu. yds.	Special Borrow Excavation, Unclassified	0.34	28,220.00
98,000	cu. yds.	General Excavation, Unclassified	0.68	66,640.00
260,000	yd. sta.	Short Overhaul	0.015	3,900.00
5,100	C-yd. sta.	Long Overhaul	0.50	2,550.00
106,800	yd. mi.	Truck Haul on Special Borrow	0.25	26,700.00
4.74	miles	Finishing Roadbed and Slopes	600.00	2,844.00
3,300	lin. ft.	Rounding Cutbanks	0.20	660.00
3,900	cu. yds.	Placing Topsoil	0.95	3,705.00
110	acres	Preparing Soil and Seeding	100.00	11,000.00
3,500	lbs.	Nitrogen Fertilizer	0.40	1,400.00
290	lin. ft.	18-inch Concrete Pipe	4.50	1,305.00
420	lin. ft.	24-inch Concrete Pipe	5.00	2,100.00
190	lin. ft.	1-inch Galvanized Water Pipe	1.00	190.00
110	lin. ft.	2-Inch Galvanized Water Pipe	1.25	137.50
550	cu. yds.	Class "A" Concrete	55.00	30,250.00
89,800	lbs.	Metal Reinforcement	0.12	10,776.00
100,400	cu. yds.	Selected Cinder Topping	0.30	30,120.00
1,094,000	yd. mi.	Hauling Cinder Topping	0.06	65,640.00
2,350	M-gal.	Sprinkling	2.50	5,875.00
		Subtotal		$307,192.50
		10% Engr. & Cont.		30,719.25
		Total		$337,911.75
		Length	4.735 miles	
		Cost per mile	$71,364.67	

Type Code 0011
4-Lane Roadway (Sta. 379+00 to 467+40)

All Required				
260	cu. yds.	Clearing and Grubbing (30%)		$ 4,800.00
555,000	cu. yds.	Trench Excavation, Unclassified	$ 3.00	780.00
1,610,000	yd. sta.	General Excavation, Unclassified	0.68	377,400.00
35,300	C-yd. sta.	Short Overhaul	0.015	24,150.00
1.67	miles	Long Overhaul	0.50	17,650.00
5,700	lin. ft.	Finishing Roadbed and Slopes	600.00	1,002.00
40	lin. ft.	Rounding Cutbanks	0.20	1,140.00
70	lin. ft.	18-inch Concrete Pipe	4.50	180.00
750	lin. ft.	24-inch Concrete Pipe	5.00	350.00
560	cu. yds.	72-inch Sectional Plate Pipe	42.00	31,500.00
116,700	lbs.	Class "A" Concrete	55.00	30,800.00
45,600	cu. yds.	Metal Reinforcement	0.12	14,004.00
356,000	yd. mi.	Selected Cinder Topping	0.30	13,680.00
1,950	M-gal.	Hauling Cinder Topping	0.06	21,360.00
		Sprinkling	2.50	4,875.00
		Subtotal		$543,671.00
		10% Engr. & Cont.		54,367.10
		Total		$598,038.10

Length	1.673 miles
Cost per mile	$357,464.49

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$337,911.75	$162,466.00	$175,445.75
4-Lane Roadway	598,038.10	287,534.00	310,504.10
	$935,949.85	$450,000.00	$485,949.85

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

January 10, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 1 for the East Unit, La Grande-Ladd Canyon Section, Project No. FI-321 (4).

The page contains a revision in the first paragraph under the heading "Time and Place of Receiving Bids."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JH:md

January 5, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change for the East Unit, La Grande-Ladd Canyon Section, Project No. FI-321 (4).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. FI-321 (4)

EAST UNIT, LaGRANDE-LOSO CANYON SECTION OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, January 4, 1951

Type Code 0011
2-Lane Roadway (Sta. 129+00 to 379+00)

All Required				
660	cu. yds.	Clearing and Grubbing (70%)		$ 5,600.00
83,000	cu. yds.	Trench Excavation, Unclassified	$3.00	1,980.00
98,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	29,050.00
260,000	yd. stas.	General Excavation, Unclassified	0.65	63,700.00
5,100	C-yd. stas.	Short Overhaul	0.015	3,900.00
106,800	yd. mile	Long Overhaul	0.45	2,295.00
4.74	mile	Truck Haul on Special Borrow	0.15	16,020.00
3,300	lin. ft.	Finishing Roadbed and Slopes	600.00	2,844.00
3,900	cu. yds.	Rounding Cutbanks	0.20	660.00
110	acres	Placing Topsoil	1.25	4,875.00
3,500	lbs.	Preparing Soil and Seeding	65.00	7,150.00
290	lin. ft.	Nitrogen Fertilizer	0.40	1,400.00
420	lin. ft.	18-inch Concrete Pipe	4.00	1,160.00
190	lin. ft.	24-inch Concrete Pipe	5.50	2,310.00
110	lin. ft.	1-inch Galvanized Water Pipe	0.60	114.00
550	cu. yds.	2-inch Galvanized Water Pipe	1.00	110.00
89,800	lbs.	Class "A" Concrete	55.00	30,250.00
100,400	cu. yds.	Metal Reinforcement	0.14	12,572.00
1,094,000	yd. mi.	Selected Cinder Topping	0.30	20,120.00
2,350	M-gals.	Hauling Cinder Topping	0.08	87,520.00
		Sprinkling	2.50	5,875.00
		Subtotal		$309,505.00
		10% Engr. & Cont.		30,950.50
		Total		$340,455.50
		Length	4.735 miles	
		Cost per mile	$71,901.90	

Type Code 0011
4-lane Roadway (Sta. 379+00 to 467+40)

All Required				
260	cu. yds.	Clearing and Grubbing (30%)		$ 2,400.00
555,000	cu. yds.	Trench Excavation, Unclassified	$3.00	780.00
		General Excavation, Unclassified	0.65	360,750.00
1,610,000	yd. sta.	Short Overhaul	0.015	24,150.00
35,300	C-yd. sta.	Long Overhaul	0.45	15,885.00
1.67	miles	Finishing Roadbed and Slopes	600.00	1,002.00
5,700	lin. ft.	Rounding Cutbanks	0.20	1,140.00
40	lin. ft.	18-inch Concrete Pipe	4.00	160.00
70	lin. ft.	24-inch Concrete Pipe	5.50	385.00
750	lin. ft.	72-inch Sectional Plate Pipe	40.00	30,000.00
560	cu. yds.	Class "A" Concrete	55.00	30,800.00
116,700	lbs.	Metal Reinforcement	0.14	16,338.00
45,600	cu. yds.	Selected Cinder Topping	0.30	13,680.00
356,000	yd. mi.	Hauling Cinder Topping	0.08	28,480.00
1,950	M-gals.	Sprinkling	2.50	4,875.00
		Subtotal		$530,825.00
		10% Engr. & Cont.		53,082.50
		Total		$583,907.50
		Length		1.673 miles
		Cost per mile		$349,018.23

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$340,455.50	$165,741.00	$174,714.50
4-Lane Roadway	583,907.50	284,259.00	299,648.50
	$924,363.00	$450,000.00	$474,363.00

EAST UNIT, LAGRANDE-LADD CANYON SECTION

PROJECT NO. FI-321 (4)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 4, 1951

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

January 4, 1951
(Date)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Primary Highway Program (Previous program) — (Date of approval)

COUNTY Union — Route No. FA 1

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	113	FI-321 (4)	3.1 mi. S.E. LaGrande to Ladd Canyon (.2 mi. N. of FI-321 (1)	Survey-Plans					Gr., Dr., 4.7 mi. 2-lane 1.7 mi. 4-lane low type surfacing
				Right-of-Way					
				Construction	750,000	450,000	300,000		
				Total	750,000	450,000	300,000	6.41	
Requested Revision	113	FI-321 (4)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	924,363	450,000	474,363		
				Total	924,363	450,000	474,363	6.41	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change:

Completion of plans, etc., developed that the original estimate was too low.

Date January 4, 1951

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

December 29, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY Union

Route No. F.A. 1

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	113	FI-321 (4)	2.5 mi. S.E. La Grande to Ladd Canyon (.2 mi. N. of FI-321 (1)	Survey-Plans					Gr., Dr., 2-lane low-type surfacing
				Right-of-Way					
				Construction	750,000	450,000	300,000		
				Total	750,000	450,000	300,000	7.23	
Requested Revision	113	FI-321 (4)	3.1 mi. S.E. La Grande to Ladd Canyon (.2 mi. N. of FI-321 (1)	Survey-Plans					Gr., Dr., 4.7 mi. 2-lane 1.7 mi. 4-lane low-type surfacing
				Right-of-Way					
				Construction	750,000	450,000	300,000		
				Total	750,000	450,000	300,000	6.41	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Project shortened by elimination of traffic interchange unit at north end to permit further study of design. Also, the section through quarry site at south end of project has been deleted to utilize the excavation materials for surfacing in subsequent paving contract. The excluded units will be re-programmed later.

Date December 29, 1950

By _____ (State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61080-1

RECEIVED
MAR
FOR FILING

March 19, 1951

Pacific Telephone & Telegraph Company
730 S. W. Oak Street
Portland, Oregon

Attention: Mr. J. F. Quirk

Gentlemen:

This is your authority to bill the State Highway Department for reconstruction of your line at Station 206 on the La Grande-Ladd Canyon Section, the estimated cost of which, less credits for salvage and depreciation allowance, is $700.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

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FORM E-20X 25M 9-48 34093

II-321(4)
456

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1951

SUBJECT:

To: Mr. E. F. Chidsey
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

The Subcontract between Leonard & Slate and E. C. Hall Co., Parties of the first part and Snook Brothers, Parties of the second part, covering Items 18 and 19 of Contract No. 3456, East Unit of the La Grande-Ladd Canyon Section, Ore. FI-321 (4) is approved, and you may so inform the interested parties.

I am returning, herewith, four copies of the subcontract for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure
cc: W. C. Williams
Clifford G. Polk (2)

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

March 8, 1951

COPY

Leonard Slate-Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

Reference is made to your letters of February 13 and February 21 concerning repair parts for your equipment. The obtaining of repair parts for equipment has now been covered under National Production Authority Regulation 4 and Directive 1 dated February 27, 1951. Under this order and directive you can obtain repair parts in a limited amount, based upon your purchases during the preceding year of 1950, and you are authorized to extend a DO priority to your supplier.

The use of this priority and its limitations are set out in detail in the above-mentioned regulation and directive, and we would suggest that you get in touch with the local National Production Authority which is in the Pioneer Post Office Building in Portland. I understand that a Mr. Sullivan is in charge of this office. You can undoubtedly obtain copies of the regulation and directive from him and any necessary information concerning their use.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

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FEB 21 1951
FOR FILING

February 14, 1951

Leonard-Slate-Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Attention: Fred H. Slate

Gentlemen:

We, too, are gravely concerned about the matter of obtaining repair and maintenance parts for equipment and priorities on other essential materials for road building. Mr. Paxson, Bridge Engineer, is back in Washington now, looking into the situation, and as soon as he returns we will endeavor to give you the best information we have at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams
Mr. C. S. Paxson
Mr. E. F. Chidsey

Cont. # 3456

Mr. Williams:

Please prepare a letter when Paxson returns.

...D & SLATE OREG. LTD.

✓Critical Materials
E. C. HALL CO.
× 7283

LEONARD-SLATE-HALL CO.
GENERAL CONTRACTORS

SKILL, INTEGRITY RESPONSIBILITY

7805 S. W. 40th Avenue
PORTLAND 19, OREGON
CHerry 1112

February 13, 1951

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Contract #3456
East Unit - LaGrande-Ladd-Canyon

Dear Sir:

The problem of obtaining repair and maintenance parts for equipment has become more and more difficult. In the case of certain items it is impossible to obtain them without priority. In particular, the obtaining of tracks for D-8 Cats has reached the situation of no priority, no tracks.

At present we have had tracks on back order at Interstate Tractor and Equipment Co., 2855 Northwest Front, Portland, Oregon since last fall. Since award of the above numbered contract, we have moved D-8 Cats to La-Grande for which tracks are still on order. The present tracks will not last more than another month or two.

We therefore urgently request that your office take whatever action is necessary to alleviate this condition.

Yours very truly,

LEONARD-SLATE-HALL CO.

Fred H. Slate

FHS:gr
cc: Mr. E. F. Chidsey

RECEIVED
FEB 21 1951
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

71-2-1(4)

February 19, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your telegram of February 6th relative to the inability of the contractor for Federal Aid Project FI-321(4), Ladd Canyon Section of the Old Oregon Trail, to obtain delivery of 720 feet of 72 inch sectional plate culverts, and requesting advice as what can be done to secure defense ratings on this and other highway projects.

This question was referred to our Washington Office who advise under date of February 15th that any priority they could get at this time for sectional plate culvert would only place the order in a preferred delivery sequence and would not secure additional steel for the fabricator beyond their present quota.

Several previous communications have urged the States to go slow in advertisement and award of contracts which involve the use of critical materials or those in short supply pending clarification by the National Production Authority.

At present this office can give no assurance of help in securing any priority for present or future critical materials or materials which are in short supply, and any contracts awarded must be predicated on this assumption.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
FEB 14 1951
FOR FILING

71-321 (4)
3456

February 13, 1951

Leonard & Slate Oreg.Ltd. and
E. C. Hall Co.
7805 S. W. 40th Ave.
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3456 which was awarded to you on January 23, 1951 by the State Highway Commission, for grading and topping on the East Unit, La Grande-Ladd Canyon Section of the Old Oregon Trail in Union County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

2/14

RECEIVED
FOR FILING
FEB 13 1951

Salem, Oregon
February 12, 1951

Mr. E. F. Chidsey

I return herewith the letter from the Armco Drainage & Metal Products, Inc. to Leonard & Slate and E. C. Hall Company. We have made a copy for our files.

Mr. Baldock is in no position at this time to expedite delivery of metal culvert for highway projects, but the matter is being vigorously pursued through the Bureau of Public Roads both here and in Washington.

I understand from talking with some of the Armco people that delivery can possibly be made on this culvert pipe considerably in advance of the September period. Leonard & Slate should continue to press for early delivery of the pipe, and we will do what we can to assist in this office.

W. C. Williams

WCW:me

Encl.

AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS

C O P Y

GENERAL OFFICES
1220 National Press Building
Washington 4, D. C.

C O P Y

February 6, 1951

SPECIAL DELIVERY
AIR MAIL

**
To the Members of the
American Association of
State Highway Officials

Gentlemen:

Because of the statutory and constitutional requirements placed upon him to submit what is known as the biennium "capital improvement program" to his Legislature by early February, Governor Dewey, of New York, addressed an inquiry on January 17 to Mr. Charles E. Wilson, Director of Defense Mobilization, regarding the prospects for critical construction materials, to assist him in presenting an appropriate recommendation. Undoubtedly, many other Governors are confronted with this very real problem.

On January 30, Mr. Wilson replied to that letter. The text of his reply has been published in Eastern newspapers this morning and a copy is attached herewith for your information. If we are to interpret the letter literally, it would appear to write finis to a highway construction program on other than defense roads in the immediately foreseeable future. The circumstances thus set forth are of tremendous importance to every highway department.

In the reference to "maintenance" in Mr. Wilson's letter, it seems necessary to interpret the reference as meaning the ordinary routine maintenance of highways. It appears to me that the highway official is fully justified in interpreting "maintenance" under the present circumstances as being maintenance of the highway system as a whole, to insure the availability of adequate highway facilities over which to transport our products in the national emergency. Maintenance of the highway system, therefore, can be interpreted properly to mean the construction of vitally needed new projects where the present system is not adequate or is in such a deteriorated condition as to interfere with adequate movement of highway transport. May I request that you give this interpretation your serious consideration, since it is a vastly different one from "routine maintenance" on individual projects.

It is imperative that your reactions be made known immediately, in order to guide your officers in their course of action. Therefore, may I request, after you consider the question, that you immediately wire President J. A. Anderson, Commissioner, Department of Highways, Richmond, Virginia, your reactions and suggestions, since it is imperative that we move rapidly and before it is too late.

Sincerely yours,

/s/ Hal H. Hale

Hal H. Hale
Executive Secretary

HHH/m

Attch.

O
P
Y

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF DEFENSE MOBILIZATION
WASHINGTON 25, D. C.

C
O
P
Y

Office of the Director

January 30, 1951

The Honorable Thomas E. Dewey
Governor, State of New York
Albany, New York

Dear Governor Dewey:

I have delayed replying to your letter of January 17 so that I could discuss it in some detail with Administrator Harrison, of the Defense Production Administration. While it is too early by a few weeks to give you the exact tonnages, we now have our program well outlined which enables us to draw some definite conclusions.

The demand for steel projects for the defense program will be very heavy in the last half of 1951 and during 1952. Increased steel production will ease this situation in 1953, assuming that our program is still directed toward defense.

Therefore, if we are to meet the immediate defense demands we must control the use of steel for other than the most important projects during late 1951 and 1952. While the extent and types of restrictive orders have not been developed in detail, I must advise you that very little steel can be expected for new highway work other than access roads to new defense projects. Thus, thruways, parkways and similar developments, even though helpful to civilian defense, must wait. On the other hand, maintenance becomes of increasing importance, and every effort will be made to provide material for this purpose.

New building construction will also find it difficult to obtain steel. Here, too, every effort will be made to support the construction of schools and hospitals. In the case of schools, some attention would necessarily be given to their purpose, as for example, the construction of new engineering schools if there were substantial vacancies in existing schools. Nevertheless, the forward looking education and health programs must not be neglected.

In the field of public housing, priorities must be given to defense housing programs and little, if any, steel will be available for other purposes.

It is our desire to develop the program with as few limitation orders as possible. However, new projects requiring large amounts of steel will drag on indefinitely unless they are needed as a part of the defense program.

I am sure that you will recognize the necessities which confront us and will support our effort to assure adequate steel for the immediately essential programs.

I appreciate the spirit which prompted your letter and I trust my reply will be helpful in formulating your program.

Sincerely yours,

/s/ C. E. Wilson

Charles E. Wilson

...IVED
...R 1951
FOR FILING

FORM E-30 15M 8-49 31809

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 29, 1951

SUBJECT:

To:

Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Leonard and Slate Company have requested that I forward the enclosed letter from Armco Drainage and Metal Products Company to Mr. Baldock through you.

It is their understanding that Mr. Baldock is in a position to expedite delivery of metal culvert pipe for highway projects. If this is true will you please submit the enclosed letter to Mr. Baldock with a request that proper procedure be initiated to expedite delivery of the pipe.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
enc.

NOTED
State Highway Engineer

ARMCO DRAINAGE & METAL PRODUCTS, INC.
2321 S. E. Gladstone Street Portland 2, Oregon

C
O
P
Y

January 25, 1951

Leonard & Slate and E. C. Hall Co.
7805 S. W. 40th Avenue
Portland, Oregon

Gentlemen:

This is to confirm your purchase order number 1 calling for 750 feet of 72 inch diameter sectional plate pipe with bevalled ends for the La Grande-Ladd Canyon Section of the relocated Old Oregon Trail Highway in Union County.

We estimate delivery would be in late September 1951. In order to insure proper fabrication and avoid any delay in delivery due to changes in lengths, we should have the Resident Engineer furnish definite job lengths as early as possible. This should be the center-line length and the bevel slope for each structure.

Acceptance of the order by us, of course, is subject to orders now or hereafter received for military purposes. The date of shipment indicated, therefore, is an estimate and may be delayed without liability to the seller. Defense orders, of course, would take a priority and should a defense rating be applicable under this contract, we would be able to furnish the plate in the load time necessary for fabrication by the mill or an estimated sixty days.

We should know as soon as possible if a defense rating will be extended on this job, otherwise the delivery will be late 1951, as outlined in the above stipulation.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

(Sgd) R. E. Bodwell

North Pacific Division

R. E. Bodwell:ihs

RECEIVED
FOR FILING

FI-321(4)

February 7, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 5, 1951 on Contract No. 3456, East Unit, La Grande-Ladd Canyon Section, in connection with Federal Aid Project No. FI-321 (4).

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:md

RECEIVED
JAN 25 1951
FOR FILING

January 25, 1951

F. C. Hall
Leonard and Slate Oregon Limited
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

The State Highway Commission on January 23, 1951, awarded you Contract No. 2456 for roadbed topping, culvert construction, placing of topsoil, and seeding on the East Unit, La Grande-Ladd Canyon section of the relocated Old Oregon Trail Highway about 3 miles southeast of La Grande, in Union County. This award was based on your low bid of $850,862.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr

cc C. H. Probert
Mark Astrup

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 23, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. FI-321(4) East Unit, La Grande-Ladd Canyon Section of the relocated Old Oregon Trail Highway about 3 miles southeast of La Grande to Leonard & Slate, Oregon Ltd. & E. C. Hall Co., Portland, who submitted the low bid.

Our concurrence in award is predicated on your verbal agreement that no additional increase in Federal-aid participation will be requested by the State on this project.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

STATE

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FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 15, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions for Oregon Project FI 321(4), East Unit-LaGrande-Ladd Canyon Section of the Old Oregon Trail in Union County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
1 1951
FOR FILING
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 8, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-321(4), East Unit, La Grande-Ladd Canyon Section of the Old Oregon Trail Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It is noted the item selected cinder topping as shown in the estimate for the 2-lane road is $20,120 instead of $30,120. Please correct your copy accordingly.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

1951

3457 Saint. - Corries - Villeneuve

4-3307 Mecanicum Rock Production 1941
Project on 3 state highways &
2 park roads south & east of
#3153 Seaside.

RECEIVED
1951
FOR FILING

227

3458

July 18th, 1951

FINAL COST ANALYSIS

Necanicum Rock Production
Contract #3458

A. H. Saxton & Sons, Contractors
J. H. Scott, Resident Engineer

State Highways in Clatsop Co.
Prefix 4-8307

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	3,014.09	Cu. Yd.	$1.94	$1.51	$4,560.32	$5,847.33
½"-¼" " " " "	4,400.51	" "	1.94	1.51	6,659.41	8,538.93
¼"-#10 Mesh Cr. Rock in S.P.	1,721.58	" "	1.94	1.51	2,604.75	3,339.87
Haul Cr. Rock, Pile Measure	53,457.1	Yd. Mi.	0.125	0.132	7,037.41	6,682.14
S.P. Rejects in Stockpile	1,536.4	Cu. Yd.	0.25	0.25	384.10	384.10
Rock Crushed for Elsie-Sunset Tunnel Contract #3440:						
¼"-#10 Mesh in S.P.	630	Cu. Yd.	2.50	1.51	953.19	1,512.00
Haul Cr. Rock, Pile Measure	4,410	Yd. Mi.	0.125	0.173	762.30	551.25
Cr. Rock Sold to Clatsop Co.	526	Cu. Yd.	2.00	1.62	853.70	1,052.00
					$23,815.18	$27,907.67

Gross Revenue	$27,907.62
Total Cost	23,815.18
Net Profit	$ 4,092.44

Net Profit Equals 14.7% of Gross Revenue

Necanicum Rock Production

Detail of Cost

Labor:

Supervision	$1,350.00	
Labor	5,683.38	
Labor Insurance	421.14	
		$7,454.52

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$6,245.00	
Hired Trucks, Including Drivers	5,649.05	
Gas, Oil and Grease	1,085.48	
Explosives	110.34	
Plant Setup Supplies	568.54	
Misc. Supplies & Small Tools	384.60	
P.U.C.'s	101.37	
Move In Freight & Cartage	861.38	
Public Liability Insurance	71.04	
Field Office Expense	317.91	
Home Office & General Overhead	820.69	
Bond	145.26	
		16,360.66

Total Cost $23,815.18

Necanicum Rock Production

Breakdown of Crushed Rock Cost

	Amount	Quantity	Unit	Unit Cost
Move In & Set Up	$4,189.88	10,292.18	Cu. Yd.	$0.407
Drill & Shoot	219.93	"	" "	0.021
Load & Haul	2,017.20	"	" "	0.196
Crushing	5,833.34	"	" "	0.567
Overhead & Proratable Expense	1,849.11	"	" "	0.180
Cost in Bunker	$14,109.46	10,292.18	Cu. Yd.	$1.371
Stockpiling Cost				0.142
Total Cost				$1.513

Average Production 54 Cu. Yd. per Hour

Mecanicum Rock Production

Remarks:

This contract, which required the crushing and stockpiling of maintenance rock in Clatsop County, was bid and awarded on January 23rd, 1951. The contractor started work on March 6th, and the project was completed on May 1st, 1951.

The contractor moved into the specified State quarry at M.P. 6.65 on the Sunset Highway and erected a plant containing a 24" x 36" jaw, 36# cone crusher and a 36" gyratory crusher. Most of the rock required was already loose in the quarry and only a day's drilling was necessary. As the contractor was able to locate his plant close to the quarry face, most of the material was loaded directly into the elevating feeder with the 3/4-yard shovel, and one dumptor hauled for a week's time only. Crushing started on April 2nd, and was completed on May 1st, with the plant operating 192 hours, producing at the rate of 53 cu. yds. per hour. Most of the hauling was done with hired trucks supplemented occasionally by two of the contractor's 5-yard trucks.

The job shows a good profit due to good supervision and equipment and to a high production average.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING
4-8-51
3457

OREGON STATE HIGHWAY COMMISSION
(date)
June 21, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3458	3-final	A. H. Saxton & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10039	17897	$ 743.77	JUNE 20, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Nicklander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: None

Completion Date: May 1, 1951

Date Accepted: June 18, 1951

Penalties: None of record

Claims: None of record

Remarks: None

Date: 7-9-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Nicklander
JUL 9 1951

RECEIVED
FOR FILING

4-12-7

3458

May 31, 1951

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Washington

Gentlemen:

State Highway contract No. 3458 for rock production on the Necanicum Section of the Oregon Coast, Sunset, Necanicum Highways and the Mt. Park and Ecola Park Roads, Clatsop County, was completed by the contractor, A. H. Saxton & Sons, on May 1, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $743.77 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $24,792.37, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is being sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.W. Washington
Portland 5, Oregon

Portland Branch Office

RECEIVED
MAY 14 1951
FOR FILING

4.2.2
3458

May 11, 1951

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to A. H. Saxton & Sons on contract No. 3458, for rock production on the Necanicum Section of the Oregon Coast, Sunset, Necanicum and Saddle Mountain Park and Ecola Park Roads, Clatsop County. This payment, in the amount of $18,650.24, will be made on or after May 21, 1951. The retained percentage is $743.77.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 4th, 19 51

Section Necanicum Rock Production

Kind of work Maintenance rock production

Highway Oregon Coast, Sunset, etc

Section prefix 4-8307

Contractor A.H.Saxton & Sons

Contract number 3458

Date of contract January 24th, 1951

Date of completion July 31st, 19 51

Date work started March 6th, 19 51

Estimated date of completion May ~~2nd~~ 1st, 19 51

Amount of contract . . . . . $ 24210.00

Per cent of time elapsed 76.5 %

Estimated cost of completed project, exclusive of engineering . . . . . 25000.00 ~~24210.00~~ $ ~~23299.00~~

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 1185.49, 4.7 %

Date project was completed May 1st, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crushing finished Tuesday PM? May 1st and work started dismantling the plant. Stock piles all measured and semi final will be in Salem office this week end. Computations ~~have~~ been double checked on most of the piles but results so far show a total of 9149 cu yds as compared with 9000 in the contract. Unchecked computations on the rejects show 1589 cu yds.

Last week end, in try to get more rock without shooting, the contractor started a service road with a bulldozer at the west end of the pit or just West of it and hit a dike which is very definite, the dike or fault being about 15° off vertical leaning to the West. On the West of the dike is sandstone or shale. Apparently the dike runs away from the quarry instead of closing in but it definitely maks the Western edge of the body of rock. There is ample rock formany years to come and no cause for alarm but this is reported at this time as in a few weeks or months, sluff ir raveling from above will ~~cover the exposure~~ and it may be advisable to know so that it can be called to attention of contractors or others when they bid on a job there.

Semi final estimate will be delivered to Salem office Friday.

NOTED
B. A. MARTIN

Signed J.H.Scott

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			9000		
Estimated quantities moved or placed to date			9149		
Average daily quantities			completed		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			16 two days		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....2...., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants ....1.....

Compressors ....., Bulldozers ....2....., Sheep-foot rollers ....., ...16 trucks. . ....., ...

April May	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 29	clear-showers		
Monday	rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED MAY 7 1951 OFFICE OF CONSTRUCTION ENGINEER

State Printing Dept. 38842

RECEIVED
MAR - 1951
FOR FILING

4.23c.1

34:E

March 2, 1951

A. H. Saxton & Sons
Route 2
Corvallis
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3458, which was awarded to you on January 24, 1951 by the State Highway Commission, for the Necanicum Rock Production Project on the Oregon Coast, Sunset and Necanicum Highways and the Saddle Mountain Park and Ecola Park Roads in Clatsop County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

3/2

RECEIVED
JAN 25 1951
FOR FILING

January 25, 1951

A. H. Saxton and Sons
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission on January 24, 1951, awarded you Contract No. 3458 for rock production on three state highways and two park roads south and east of Seaside, in Clatsop County. This award was based on your low bid of $24,210 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr

cc S. H. Probert

18-8311	Lapine Rock Prod. Proj., The Dalles-California & Fremont Hwys.	1951
#3459		

Bldg - Dam

RECEIVED
FOR FILING

12-1-11

November 19, 1953

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

I have just received information from our Legal Department that they have checked the authority of Mr. Helikson to act in behalf of the Department of Internal Revenue in releasing its claim against Oscar E. Joelson.

Accordingly, I am today authorizing our Auditor, Mr. C. H. Maison, to release the final warrant for this job immediately. It is assigned to the Great American Indemnity Company and will be mailed to your office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison

REFERRED TO
BY SECRETARY
Query - Mrs Lewis

NOTED
F. QUERY

NOTED ON CARD
11-19-53

FORM E-30 25M 9-51 82218

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1953

SUBJECT: State Highway Commission
Contract 3459
Lapine Rock Production Project
Oscar E. Joelson, Contractor

To: Mr. H. B. Glaisyer
Secretary
O F F I C E

Dear Mr. Glaisyer:

As you know, the United States of America, by its District Director of Internal Revenue, served a distraint warrant on the State Highway Commission on May 26, 1953, against any property in the hands of the Commission belonging to Oscar E. Joelson. As a result the retained percentage owed the contractor on the above-mentioned contract has been withheld.

Enclosed herewith is the original of a letter from Mr. Lloyd W. Helikson, Collection Officer in Eugene, and approved by Mr. R. C. Granquist, District Director, which in effect releases the funds held from the levy served on the Commission. This letter in my opinion may be considered a full and proper release. Therefore, if there are no other claims outstanding on your records against the said contract, you are at liberty to release the retained percentage to the Great American Indemnity Company, pursuant to the assignment of the contractor.

Yours very truly,

NOTED
H. B. GLAISYER

C. W. ENFIELD
Chief Counsel

By J E Rohde
G. E. ROHDE
Assistant Attorney

GER:sth
Encl

P. S. I hand you herewith your correspondence file in connection with the above-mentioned contract.

11-18-53 jf

November 16, 1953

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

I have just received your letter of November 13 with further reference to the claim of the Department of Internal Revenue against Oscar E. Joelson, contract No. 3459.

I have not as yet received the original of the letter from Mr. L. W. Helikson, Collection Officer for the Department of Internal Revenue, but I have checked with out Legal Department and find that they have it in their office. Mr. G. E. Rohde, Assistant Counsel, is now checking the authority of Mr. Helikson to act in behalf of the Department of Internal Revenue in releasing the remaining funds due Mr. Joelson. This should not take too long. As soon as he is satisfied that Mr. Helikson has that authority, Mr. Joelson's warrant will be immediately released.

Thanks a lot for your indulgence.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

November 13, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 3459
Oscar E. Joelson

Dear Mr. Glaisyer:

This is in response to your letter of November 12th in which you infer that you have had no written evidence from the Department of Internal Revenue as to their release of funds due Oscar Joelson and the Great American Indemnity Co., his asignee.

I am enclosing herewith a copy of a letter directed to the Commission by Mr. Lloyd W. Helikson, the Collection Officer of the Bureau of Internal Revenue at Eugene, Oregon, under date of November 9th. I trust that by the time this reaches your hands, the original of the letter received from Mr. Helikson will have come to your attention.

Yours very truly,

W. H. Gardner

W. H. Gardner, Superintendent
Oregon Claim Department

WHG/lb
enc.
cc: Lloyd W. Helikson

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 16 1953
OREGON
STATE HIGHWAY COMMISSION

November 12, 1953

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

I have for acknowledgment your letter of November 10, 1953 advising that you have received information from the Department of Internal Revenue that it has no further interest in the funds due Great American Indemnity Company and Mr. Joelson under State Highway Contract No. 3459 for rock production on The Dalles-California Highway and Fremont Highway near Lapine in Klamath and Deschutes Counties. You ask in view thereof that we submit to you the remaining funds due Mr. Joelson in connection with this job.

We are glad to know that the claim of the Internal Revenue Department has been satisfactorily disposed of, but we are not at liberty to release the funds due Mr. Joelson until we have written evidence in this office from the Department of Internal Revenue that its claim has been satisfied. I should be glad to expedite release of the remaining funds upon receipt of such evidence, which I am asking you to obtain.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
11-12-53 gl

DANIEL R. ACKERMAN.
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT
GEORGE E. KELLY.
SECRETARY
ROBERT A. MATTHEW.
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

W. H. GARDNER
CLAIM SUPERINTENDENT

November 10, 1953

H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract 3459
Oscar E. Joelson

Dear Mr. Glaisyer:

We have been advised by the Department of Internal Revenue that it has no further interest in the funds due to us and Mr. Joelson under the above contract.

Will you therefore please let us have the remittance at your earliest convenience?

Yours very truly,

W. H. Gardner

W. H. Gardner, Superintendent
Oregon Claim Department

L.B.

WHG/lb

ANSWERED
H. B. GLAISYER

NOTED ON CARD
11-10-53 GK

U. S. TREASURY DEPARTMENT

OFFICE OF THE DIRECTOR OF INTERNAL REVENUE

Eugene, Oregon
November 9, 1953

IN REPLYING REFER TO:

RECEIVED
LEGAL DEPT.

Oregon State Highway Department
Salem, Oregon

Attention: C. W. Enfield, Chief Counsel
& G. E. Rohde, Assistant Attorney

Re: State Highway Commission
Contract 3459
LaPine Rock Production Project
Oscar E. Joelson, Contractor

Gentlemen:

Reference is made to your letter of June 12, 1953, addressed to Paul Lynch of our Salem office, concerning a levy served on May 26, 1953, upon Mr. Floyd Query, Acting Secretary of the State Highway Commission, against any property in the hands of the State Highway Commission belonging to Oscar E. Joelson.

In your letter you state that, on April 18, 1952, "the said Oscar E. Joelson assigned to the Great American Indemnity Company all funds earned or to be earned under said contract."

In view of this assignment and in view of the fact that the employment tax obligations arising out of the above contract have been satisfied, we hereby acknowledge that the levy served on May 26, 1953, is of no effect as far as the above contract is concerned. We make no claim on the amounts remaining to be disbursed under this contract.

Very truly yours,

Lloyd W. Helikson

Lloyd W. Helikson
Collection Officer
209 Post Office Bldg.
Eugene, Oregon
Phone: 4 2421

APPROVED November 17, 1953

R. C. Granquist

R. C. GRANQUIST, District Director

11-9-53, jf

Eugene, Oregon
November 9, 1953

Oregon State Highway Department
Salem, Oregon

Attention: C. W. Enfield, Chief Counsel
& G. E. Rohde, Assistant Attorney

Re: State Highway Commission
Contract 3459
LaPine Rock Production Project
Oscar E. Joelson, Contractor

Gentlemen:

Reference is made to your letter of June 12, 1953, addressed to Paul Lynch of our Salem office, concerning a levy served on May 26, 1953, upon Mr. Floyd Query, Acting Secretary of the State Highway Commission, against any property in the hands of the State Highway Commission belonging to Oscar E. Joelson.

In your letter you state that, on April 18, 1952, "the said Oscar E. Joelson assigned to the Great American Indemnity Company all funds earned or to be earned under said contract."

In view of this assignment and in view of the fact that the employment tax obligations arising out of the above contract have been satisfied, we hereby acknowledge that the levy served on May 26, 1953, is of no effect as far as the above contract is concerned. We make no claim on the amounts remaining to be disbursed under this contract.

Very truly yours,

Lloyd W. Helikson
Collection Officer
209 Post Office Bldg.
Eugene, Oregon
Phone: 4 2421

September 17, 1953

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

In your letter of September 15, 1953 you demand that payment be made forthwith to Mr. Oscar Joelson and the Great American Indemnity Company, his assignee, on the final amount due Mr. Joelson in connection with his contract with the State Highway Commission, Contract No. 3459 for rock production on the Lapine Rock Production Project in Klamath and Deschutes Counties.

I am sorry that we cannot do what you ask. The Highway Commission has not as yet received notice of the satisfaction of the claim of the U. S. Internal Revenue Bureau, and it has been recommended to me by the Highway Commission's Chief Counsel that final payment be withheld until that claim has been satisfied.

Several months have passed since I received that recommendation, so I am again contacting the Chief Counsel and will place before him the latest information contained in your letter. If with the information contained therein he will now approve release of the final amount, the Auditor will be so instructed, and the payment will be expedited in conformity with the assignment given you by Mr. Joelson.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COM.

HBG:jmc

NOTED ON CARD
9-17-53

cc: C. W. Enfield

Mr. Enfield:

We are holding up the payment of the final estimate in connection with this job pursuant to a letter from Mr. Rohde of your office who recommended that no part of the retained percentage due Mr. Joelson be paid to him or to the surety without release from the (over)

levy imposed by the U. S. Internal Revenue Bureau; also that volun tary payment not be made to the Collector of Internal Revenue without consent of the contractor and surety. I attach a copy of Mr. Gardner's letter, and inquire whether or not in view of its contents, we should continue to withhold final payment in connection with this job.

HBG

DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

September 15, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract 3459

Dear Mr. Glaisyer:

According to the last information I received from you in July of this year, there is due and owing to Oscar Joelson and the Great American Indemnity Co., his assignee, the sum of $2,819.33, representing the unpaid balance on Highway Contract No. 3459. Subsequent to your letter advising us that the Bureau of Internal Revenue had filed with you a notice of levy, we put forth a concerted effort to learn what this levy might be, in view of the fact that we had discharged all obligations of this particular contract. We are advised by Mr. Lloyd W. Helikson, the Internal Revenue Agent in Eugene, Oregon, that the levy filed has, in fact, no connection with the LaPine project, Highway Contract 3459, but represents their claim for other contracts and operations.

We, therefore, respectfully demand that payment be made forthwith to Mr. Joelson and the Great American Indemnity Co., his asignee, who are lawfully entitled to these proceeds.

We trust that you continue to improve in good health.

Sincerely yours,

W. H. Gardner, Superintendent
Oregon Claim Department

ANSWERED
H. B. GLAISYER

WHG/lb
cc: U.S. Treasury Dept.

RECEIVED
SEP 17 1953
OREGON
STATE HIGHWAY COMMISSION

9-15-53

RECEIVED
FOR PAYING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3459	7-final	OSCAR E. JOELSON	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15514	R-73584	$ 2,819.33	Aug. 14, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wichlander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: Extended to Oct. 15, 1952 without penalty

Completion Date: Oct. 15, 1952

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None outstanding of record

Remarks:

Sent to Surety as assigned
11

Ok to release final warrant immediately

Date: 11-19-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 19 53
A. A. Wichlander

NOTED ON CARD

COPY TO Secretary Oregon Highway Dept.

Files

COPY FROM
Great American
Indemnity Company
New York
409 FAILING BUILDING
PORTLAND, OREGON

Query
watch for Mr. Heliksons reply -
let me see it before taking any action
11-2-53

August 5, 1953

Mr. Lloyd W. Heliksen
Internal Revenue Agent
209 Post Office Bldg.
Eugene, Oregon

Dear Mr. Heliksen:

This is to acknowledge receipt of and thank you for your letter of August 4, 1953 addressed to me in response to my inquiry about the alleged levy against Oscar E. Joelson. I feel certain that your legal department will agree with my conviction that the Internal Revenue Department has no right or claim that precedes the claim of the Great American Indemnity Co. insofar as the unpaid retainage is concerned on State Highway Contract No. 3459. These funds were assigned to the Great American Indemnity Co. prior to the filing of the Internal Revenue levy

In addition to this, they represent reimbursement to the Great American Indemnity Co. for funds advanced on this job. We ask your immediate cooperation in instructing the State Highway Commission to release the funds to us.

Yours very truly,

W. H. Gardner, Superintendent
Oregon Claim Department L.B.

WHG/lb
cc: H. B. Glaisyer

RECEIVED
STATE Highway Commission

RECEIVED
FOR

Great American Indemnity Company
New York

18-8-31

3459

WELLS-REED INSURANCE • General Agents

412 FAILING BUILDING - ATWATER 7805 - PORTLAND 4, OREGON

July 21, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to thank you for your letter of July 16 advising of your intent to make final payment under Contract #3459 for rock production on the Lapine Section of the The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

We note your advice to the effect that a Notice of Levy was filed on this project by the United States Internal Revenue Bureau in the sum of $1,115.12.

Our claims attorney, Mr. Gardner, has previously made payment to the Internal Revenue Department on behalf of the contractor, Oscar Joelson, and is now investigating the accuracy of the amount indicated in your letter. Mr. Gardner is at present on vacation; however, we wished to acknowledge your letter as requested.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By

FCR:dw

RECEIVED
JUL 22

NOTED
H. B. GLAISYER

RECEIVED
JUL 1953
FOR FILING

July 16, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3459 for rock production on the Lapine Section of the The Dalles-California and Fremont Highways in Klamath and Deschutes Counties was completed by the contractor on October 15, 1952 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $2,819.33 will be released to the contractor on or after July 27, 1953 providing outstanding levy has been satisfied and this office advised. The total contract amount is $36,420.80 and no force account work was performed on the project.

There is a Notice of Levy filed against this project by the United States Internal Revenue Bureau in the sum of $1,115.12, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD
7-16-53

RECEIVED
JUL 15 1953
FOR FILING

D - X311

July 13, 1953

Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time from April 30 to October 15, 1952 within which to complete your contract No. 3459, for rock production on the Lapine section of the The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. F. Chandler,
Division Engineer

A. A. Fossum,
Resident Engineer

H. O. Smith,
Construction Engineer

NOTED ON CARD
7-14-53

RECEIVED
JUL 15 1953
FOR FILING

July 13, 1953

1-1311

Great American Indemnity Company
Oregon Service Office
409 Failing Building
Portland, Oregon

Attention: W. H. Gardner

Gentlemen:

This is to acknowledge your letter of July 7 concerning the status of final payment and claims filed against Oscar E. Joelson on State Highway Contract No. 3459, particularly the notice of levy filed by the Bureau of Internal Revenue in the sum of $1115.12

We called Mr. Lynch in the Salem office, and he advised us that this notice apparently came from the Eugene office, and as far as he knew was still considered by them as a legitimate claim. The State, of course, cannot enter into the matter as to determining the validity and justness of claims. It may be that the Eugene office of the Bureau of Internal Revenue can adequately explain the claim.

Concerning the Crater Lake Machinery Company claim, we sent to your office a few days ago a copy of a statement from them stating that their claim against Mr. Joelson had been satisfied. When the first extension of time to April 30, 1952, was granted on this contract, it was anticipated at that time that a penalty would be charged for engineering costs after April 30. However, when the contract was presented for acceptance, it was decided that the penalty would not be assessed. The penalty had been computed at $570.10. Final payment now without the penalty attached is computed to be in the sum of $2819.33.

I am gradually regaining my health and strength, and appreciate your interest.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

NOTED ON CARD
7-13-53, gk

DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS
VICE-PRESIDENT
JOHN G. LOOSE,
VICE PRESIDENT

Great American Indemnity Company New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

3459

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

July 7th, 1953

final payment 2819.33
(Liens released) 570.10
2249.23

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re- Oscar E. Joelson

Your letter of July 6th, 1953 addressed to the Wells Reed Insurance Agency has been handed to me for acknowledgement and reply.

We note your statement that the United States Internal Revenue Department has filed with the Commission a notice of levy in the amount of $1115.12. Neither Mr. Lynch, to whom you referred us, nor the Portland office of the Bureau of Internal Revenue can explain this item.

In addition, we received a demand under date of April 15th, 1953 in the amount of $1804.50 to which we responded by issuing our draft P-61005 dated April 24th, 1953 and forwarded the same to the Eugene office of the Bureau of Internal Revenue. This appeared at that time to be their entire demand and was apparently paid in full by us.

We also note your statement about the Crater Lake Machinery Co. The amount of the demand made upon us was different than stated in your letter. We issued our draft P-55401 to the order of the Crater Lake Machinery Co. on February 19th, 1953 in the amount of $802.03 indicating on the draft that it was in full payment of all claims in connection with the LaPine job.

We also note your statement that your records show there is still payable on this contract the sum of $2,249.23. On November 7, 1952, you advised us that the retained percentage was $2,819.23. We have never heard from the Commission that there was any change in the retained percentage. Will you please advise us how you arrive at the lower figure?

We were very happy to note that you have returned to the office and trust you will continue in good health.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

RECEIVED
JUL 8 1953
OREGON
STATE HIGHWAY COMMISSION

7-7-53

RECEIVED
JUL - 1953
FOR FILING

Lewis R

July 8, 1953

Crater Lake Machinery Company
P. O. Box 31
Klamath Falls, Oregon

Gentlemen:

Please accept our thanks for your note on our letter of July 3, 1953 advising us that you have received your money from Oscar E. Joelson in connection with your claim on State Highway Contract No. 3459.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAC:ehr

-120 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 3, 1953

Crater Lake Machinery Co.
P. O. Box 31
Klamath Falls, Oregon

Gentlemen:

On November 25, 1952, we received a letter from you stating that Oscar E. Joelson owed you $943.03 in connection with his operations on State Highway Contract No. 3459, for rock production on the Lapine Section of The Dalles-California & Fremont Highways in Klamath and Deschutes Counties. At that time, you asked that we not notify the surety.

This contract was completed October 15, 1952, and accepted by the State Highway Commission on June 25, 1953.

Will you please let us know if your claim has been satisfied or if it has not, we again suggest that you file your claim with the Secretary of State to protect your claim for a period longer than six months following completion and acceptance of the contract. We have attached an excerpt from the Oregon Laws outlining the procedure necessary for filing.

Yours very truly,
H. B. Glaisyer
Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm
Attach.

We have received ask money from Oscar Joelson
Thank you very much
Crater Lake Machinery Co
Stanley J. Miller

REFERRED TO
query - un known
BY SECRETARY
wrong usual letter + record card

7-7-53

RECEIVED
FOR FILING

July 8, 1953

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from Crater Lake Machinery Company in which they make the following statement:

"We have received our money from Oscar Joelson."

This statement is in connection with an amount previously owed to them by Mr. Joelson in connection with State Highway Contract No. 3459 for rock production on the Lapine Section of The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

This information is furnished inasmuch as your company appears as surety on the performance bond furnished with the contract mentioned above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAO:ehr

cc Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Lewis

July 6, 1953

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

On May 26, a notice of levy was received in this office from the United States Internal Revenue Department against Oscar L. Joelson in the sum of $1,115.12 for unpaid taxes. We do not know how much of this levy pertains to funds due Mr. Joelson, assigned to ourselves, on State Highway Contract No. 3459 for rock production on the Lapine Section.

The notice of levy was acknowledged by the legal department on June 12, and to date, no further correspondence has come to our attention. Our records show that there is still payable on this contract the sum of $2,249.23. We have no record of any unsatisfied claims on the job with the exception of a notice sent to us by the Crater Lake Machinery Company for work on a tractor in the sum of $943.03. We are writing to them today to find out if this claim has been satisfied as their original letter indicated that they may not have intended it to be filed as a claim.

In view of the levy filed by the United States Government and upon the advice of our legal counsel, it appears that we have no alternative except to withhold final payment on this job. If you feel that an adjustment or compromise might be worked out with the Bureau of Internal Revenue, we suggest that you contact Mr. Paul Lynch, 201 P.O. Building, Salem, who filed the levy.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAC:mm

cc American Indemnity Co.
1 Liberty Street
New York 5, N. Y.

Oscar L. Joelson
1743 Washington St.
Eugene, Oregon

FILED ON CARD

C. H. Matson

Please withhold any further payment on this contract until further advised by us.

RECEIVED
FOR FILING
18-8311
3451

Bradenhead

COPY

CRATER LAKE MACHINERY CO.
P. O. Box 31
Klamath Falls, Oregon

Notation on bottom of letter mailed to Crater Lake Machinery Company, dated July 3, 1953, by Mr. H. B. Glaisyer:

"Thank you very much. We have received our money from Oscar Joelson"

Crater Lake Machinery Co

/s/ Stanley Miller

COPY

RECEIVED
1953
FOR FILING

Lewis

July 3, 1953

Crater Lake Machinery Co.
P. O. Box 31
Klamath Falls, Oregon

Gentlemen:

On November 25, 1952, we received a letter from you stating that Oscar E. Joelson owed you $943.03 in connection with his operations on State Highway Contract No. 3459, for rock production on the Lapine Section of The Dalles-California & Fremont Highways in Klamath and Deschutes Counties. At that time, you asked that we not notify the surety.

This contract was completed October 15, 1952, and accepted by the State Highway Commission on June 25, 1953.

Will you please let us know if your claim has been satisfied or if it has not, we again suggest that you file your claim with the Secretary of State to protect your claim for a period longer than six months following completion and acceptance of the contract. We have attached an excerpt from the Oregon Laws outlining the procedure necessary for filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMM.

FAO:mm
Attach.

NOTED ON CARD

Salem, Oregon
June 17, 1953

Mr. C. H. Maison

Dear Mr. Maison:

Please withhold any further payments on State Highway Contract No. 3459, awarded to Oscar E. Joelson, until further advised by this office.

A claim has been made against these funds by the Federal Government, and further payments should be held up until some agreement has been reached.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FA..:mm

NOTED ON CARD
6-17-53

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 15, 1953
Office

SUBJECT: State Highway Contract No. 3459
LaPine Rock Production Project
Oscar E. Joelson, Contractor

To: Mr. Floyd Query
Acting Secretary
State Highway Commission

NOTED
F. QUERY

Dear Mr. Query:

On May 26, 1953, you were served by the local agent of the United States Internal Revenue Department with notice that Oscar E. Joelson is indebted to the United States in the sum of $1,115.12 for unpaid taxes. This taxpayer is, I assume, the same party who held State Highway Contract No. 3459 and to whom the State is owing $2,819.33 as retained percentage on said contract, less such sum as shall be assessed by the commission as a penalty for failing to complete the contract on schedule.

This levy is served under authority of a statue of the United States found in Section 3710, U.S.C.A., which provides, in effect, that any person in possession of property, or rights to property, upon which a levy has been made, shall, upon demand by the collector, surrender such property, or rights to property, except in the event the property is already subject to attachment or execution by judicial process. If he refuses to surrender on demand he shall be personally liable. I believe we can count on the Internal Revenue Department taking the position that the only defenses applicable to the person upon whom a levy is made are those specified in the statute; that is: if the property is already under attachment or execution.

I would therefore recommend that no part of the retained percentage be paid to the contractor or surety without the commission has been released by the collector from this levy or has been otherwise fully secured. Since there has been a previous assignment by the contractor (taxpayer) of all his interest in the retained percentage to his surety on the contract, I would also recommend that voluntary payment not be made to the collector without the consent of the contractor and his surety. The commission at this point is, I believe, in the position of a stakeholder, and if a satisfactory solution cannot be worked out, then I believe, an interpleader suit should be brought to get a court determination on the payment of the funds held.

I would suggest immediate notice be given to both the contractor and the surety of the fact that this distraint warrant has been served on the commission by the collector and that the suggestion be made to them that they immediately work out a solution of the contractor's tax difficulties with the collector to the end that the commission be released from this levy. Also, the surety should be informed of any outstanding claims against their contract, and particularly that of the Crater Lake Machinery Co., which was made by letter dated November 25, 1952, and has never been cleared nor called to the surety's attention.

I understand the extra engineering costs by reason of the contract not having been completed on time have been computed at $570.10, but that there may be a recommendation on the part of the construction department to the commission to waive the penalty. It would be my recommendation that every effort be made to get all of the above matters promptly ironed out and clearance be had so that the retained percentage can be disbursed before further claims or liens are filed.

I have already acknowledged the levy by letter, a copy of which is enclosed.

Very truly yours,

C. W. ENFIELD
Chief Counsel
By G E Rohde

G. E. Rohde
Assistant Attorney

GER:ab
1 enc.

P.S.

Please inform me as to the reply from both the contractor and the surety company to your letters of notification. Returned herewith is your file no. 3459.

REVISED 2-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

June 12, 1953

Internal Revenue Department
201 Post Office Building
Salem, Oregon

Attention: Paul Lynch

Re: State Highway Commission
Contract 3459
LaPine Rock Production Project
Oscar E. Joelson, Contractor

Gentlemen:

This will acknowledge your having served on May 26, 1953 upon Mr. Floyd Ousery, Acting Secretary of the State Highway Commission, a distraint warrant against any property in the hands of the State Highway Commission to Oscar E. Joelson.

Our records show that Oscar E. Joelson was awarded State Highway Commission Contract No. 3459, which was a rock production project near LaPine, Oregon. The work on said project has been completed but is not as yet payable as the same has not been accepted by the State Highway Commission per the terms of the contract. The retained percentage on the contract in the amount of $2,819.33 is being held. This amount, however, is subject to a set off in favor of the State as a penalty, under the terms of the contract, for not completing the same on the date specified. The penalty has been computed in the amount of $570.10.

Our records also show that on April 18, 1952 the said Oscar E. Joelson assigned to the Great American Indemnity Company all funds earned or to be earned under said contract. There is also a claim on file in the amount of $943.03 for labor in connection with the project which, to the best of our knowledge, is not yet paid.

From the information attached to the warrant served, I gather that the taxes assessed against Oscar E. Joelson are for Federal Unemployment taxes during the year 1951. Our records indicate that very little, if any, of the work on this project was accomplished during that year. In fact all the actual rock production was accomplished during the year 1952. Under the circumstances, it would appear quite clear that this claim for taxes did not arise out of the above mentioned contract no. 3459.

Your attention is invited to the provisions of Sec. 100-119 OCLA which provides that State Highway funds are declared to be trust funds and as such, are dedicated to the purposes of the Act, ie, to protect the interest of the State and that of laborers and material men. It is our understanding of the law that the rights of the Internal Revenue Collector rise no higher than those of the tax payer, whose rights to property is sought to be levied upon and further that the properties

subject to distraint is only such as where the holder's payment to the collector would operate to discharge the holder's liability to the delinquent tax payer.

Under the above principles and the fact that the tax claimed did not arise out of the contract under which the fund was earned, and the further fact that by an assignment the tax payer has heretofore divested himself of all interest in the fund, it would seem that the money held by the State Highway Commission is not subject to distraint. It would be appreciated if you could not, considering the above, advise us that the distraint warrant is of no force and effect.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

RECEIVED
JUN 1953
FOR FILING

June 23, 1953

Request for Extension of Time
No. 9 and Last
June 25 and 26 meeting

Oregon State Highway Commission

Gentlemen:

In 1951 Oscar S. Joelson was awarded a contract on the Lapine Rock Production project with a completion date of September 20. At the time he was awarded the contract he held the subcontract on a Bureau of Public Roads project on the Pendleton-John Day Highway, and through many delays on this job he was unable to start work on the Lapine rock production project until September 20 of 1951, only 10 days before the time limit expired. He could not prosecute the rock production during the winter on account of the deep heavy snows and did not complete the project until October 15, 1952. You had granted an extension of time without penalty to April 30, 1952 but stipulated that if the project was not completed by April 30 he should be assessed engineering costs.

Actually the overrun on this project did not cause the State any inconvenience or extra expenditure, as he had produced sufficient rock by April 30 for the current year's maintenance program. Also, the engineering costs were very nominal on the project, being about 3½ per cent, or, in actual figures, the total engineering cost was $1,910.87, as compared with the engineering authorization of $3,387.28.

Mr. Joelson is in serious financial difficulties, and I question whether or not he will bid on future jobs, but, owing to the fact that his overrun on this job did not cause the State additional expense or inconvenience, I recommend that the additional extension to the completion date of October 15, 1952, be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith
WCW:me lg

RECEIVED
FOR FILING
15-8:11

June 11, 1953

Great American Indemnity Company
Oregon Service Office
409 Failing Building
Portland, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. W. H. Gardner

Gentlemen:

This is in reply to your letter of June 10th concerning the status of final payment assigned to your Company on Oscar E. Joelson's Contract No. 3459.

Our records show that although the contract was completed on October 15, 1952, removal of machinery and other equipment was not finally accomplished until March, 1953; and before it can be accepted, an extension of time must be approved by the Commission from April 30 to October 15, 1952. It may be that Mr. Joelson has sent this extension of time in; but even if he has, Commission action cannot be taken before the next meeting on June 25 and 26.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

DANIEL R ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

June 10, 1953

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract 3459

Dear Mr. Glaisyer:

It is our understanding that Oscar Joelson has completed all the necessary papers. May we please have some indication as to when we will receive the balance owing to us under the contract.

Yours very truly,

W. H. Gardner

W. H. Gardner, Superintendent
Oregon Claim Department

LB

LB

RECEIVED
JUN 11
STATE HIGHWAY COMMISSION

Form 668-A
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
Revised Nov. 1952

LEVY

UNITED STATES INTERNAL REVENUE,

Oregon District,

State of Oregon

To Oregon State Highway Department
(Name of person holding property, moneys, etc., belonging to taxpayer)

At Salem Oregon

You are hereby notified that there is now due, owing, and unpaid from

Oscar E Joelson- 1743 Washington St- Eugene Oregon
(Insert name and address of taxpayer)

to the United States of America the sum of

Eleven hundred & fifteen & 12/100 dollars ($ 1115.12)
(Insert amount of tax, penalties, and interest due)

as and for an internal revenue tax.

You are further notified that all property, rights to property, moneys, credits and/or bank deposits now in your possession and belonging to the aforesaid taxpayer and all sums of money owing from you to the said taxpayer are hereby seized and levied upon for the payment of the aforesaid tax, together with penalties and interest, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth above from the amount now owing from you to the said taxpayer, or for such lesser sum as you may be indebted to him, to be applied in payment of the said tax liability.

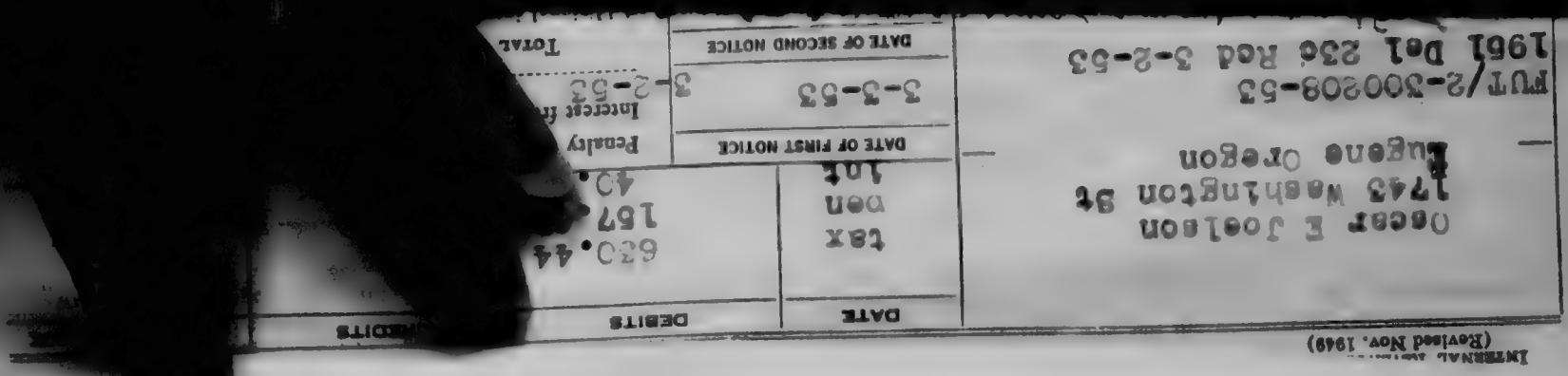
Dated at Salem Oregon

this 26 day of May, 1953

Walter Cheesley
Director of Internal Revenue.

By Walter Cheesley
Internal Revenue Agent.

16—81997-5



INTERNAL REVENUE CODE

Chapter 36, Subchapter C—Distraint

AUTHORITY TO DISTRAIN

Sec. 3690. If any person liable to pay any taxes neglects or refuses to pay the same within ten days after notice and demand, it shall be lawful for the collector or his deputy to collect the said taxes, with such interest and other additional amounts as are required by law, by distraint and sale, in the manner provided in this subchapter, of the goods, chattels, or effects, including stocks, securities, bank accounts, and evidences of debt, of the person delinquent as aforesaid.

PROPERTY EXEMPT FROM DISTRAINT

Sec. 3691. (a) ENUMERATION.—There shall be exempt from distraint and sale, if belonging to the head of a family—

(1) SCHOOL BOOKS AND WEARING APPAREL.—The school books and wearing apparel necessary for such family; also

(2) ARMS.—Arms for personal use;

(3) LIVESTOCK.—One cow, 2 hogs, 5 sheep and the wool thereof, provided the aggregate market value of said sheep shall not exceed $50;

(4) FODDER.—The necessary feed for such cow, hogs, and sheep, for a period not exceeding thirty days;

(5) FUEL.—Fuel to an amount not greater in value than $25;

(6) PROVISIONS.—Provisions to an amount not greater than $50;

(7) HOUSEHOLD FURNITURE.—Household furniture kept for use to an amount not greater than $300; and

(8) BOOKS AND TOOLS OF TRADE OR PROFESSION.—The books, tools, or implements, of a trade or profession, to an amount not greater than $100.

(b) APPRAISAL.—The officer making the distraint shall summon three disinterested householders of the vicinity, who shall appraise and set apart to the owner the amount of property herein declared to be exempt.

LEVY

Sec. 3692. In case of neglect or refusal under section 3690, the collector may levy, or by warrant may authorize a deputy collector to levy, upon all property and rights to property, except such as are exempt by the preceding section, belonging to such person, or on which the lien provided in section 3670 exists, for the payment of the sum due, with interest and penalty for nonpayment, and also of such further sum as shall be sufficient for the fees, costs, and expenses of such levy.

SURRENDER OF PROPERTY SUBJECT TO DISTRAINT

Sec. 3710. (a) REQUIREMENT.—Any person in possession of property, or rights to property, subject to distraint, upon which a levy has been made, shall, upon demand by the collector or deputy collector making such levy, surrender such property or rights to such collector or deputy, unless such property or right is, at the time of such demand, subject to an attachment or execution under any judicial process.

(b) PENALTY FOR VIOLATION.—Any person who fails or refuses to so surrender any of such property or rights shall be liable in his own person and estate to the United States in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes (including penalties and interest) for the collection of which such levy has been made, together with costs and interest from the date of such levy.

(c) PERSON DEFINED.—The term "person" as used in this section includes an officer or employee of a corporation or a member or employee of a partnership, who as such officer, employee, or member is under a duty to perform the act in respect of which the violation occurs.

(NOTE.—The authority and duties of collectors and their deputies are now vested in directors of internal revenue and internal revenue agents, respectively, pursuant to Reorganization Plan No. 1 of 1952, and orders issued thereunder.)

U. S. GOVERNMENT PRINTING OFFICE 16—31997-5

INTERNAL REVENUE CODE

Chapter 36, Subchapter C—Distraint

AUTHORITY TO DISTRAIN

Sec. 3690. If any person liable to pay any taxes neglects or refuses to pay the same within ten days after notice and demand, it shall be lawful for the collector or his deputy to collect the said taxes, with such interest and other additional amounts as are required by law, by distraint and sale, in the manner provided in this subchapter, of the goods, chattels, or effects, including stocks, securities, bank accounts, and evidences of debt, of the person delinquent as aforesaid.

PROPERTY EXEMPT FROM DISTRAINT

Sec. 3691. (a) EXEMPTION.—There shall be exempt from distraint and sale, if belonging to the head of a family—

	DATE	DEBITS	CREDITS	UNPAID BALANCE
Oscar J Joelson 1743 Washington St Eugene Oregon	tax pen int	630.44 157.61 40.73		828.78
	DATE OF FIRST NOTICE	Penalty of 5 percent		$ 41.44x
FUT/2-300203-53 1951 Del 25c Rcd 3-2-53	3-3-53	Interest from 3-2-53 to 4-2-53		4.14x
	DATE OF SECOND NOTICE	TOTAL		$ 874.38
		Additional interest 5-29-53		3.73
ACCOUNT NUMBER AND REMARKS	3-23-53	TOTAL		$ 878.09

TO ..... Eugene Oregon ....., *Deputy Collector.*

WHEREAS, in pursuance of the provisions of the acts of Congress relating to internal revenue, the above-named person or persons is or are liable to pay the tax or taxes assessed against him, or them, in the amount or amounts named above, together with penalties and interest prescribed by law for failure to pay said tax or taxes when the same became due; AND WHEREAS, 10 days have elapsed since notice served and demand made upon said person or persons for payment of said tax or taxes; AND WHEREAS, said person or persons still neglect or refuse to pay the same: You are hereby commanded to levy upon, by distraint, and to sell so much of the goods, chattels, effects, or other property or rights to property, including stocks, securities, and evidences of debt, of the person or persons liable as aforesaid, or on which a lien exists for the tax or taxes, as may be necessary to satisfy the tax or taxes, with such additional amounts, including interest, as are shown in the statement above, and also such further sum as shall be sufficient for the fees, costs, and expenses of the levy; but if sufficient goods, chattels, or effects are not found, then you are hereby commanded to seize and sell in the manner prescribed by law so much of the real estate of said person or persons, or on which a lien exists for the tax or taxes, as may be necessary for the purposes aforesaid. You will do all things necessary to be done in the premises and strictly comply with all requirements of law, and for so doing this shall be your warrant, of which make due return to me at this office on or before the sixtieth day after the execution hereof.

Witness my hand and official seal at .....

this ....13..... day of ...April....., 19.53

R C Granquist
Director
Collector of Internal Revenue.

District of Portland Oregon

16—60567-1

Copy

Form 668—Rev. Nov. 1943
TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

NOTICE OF TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

No. 36920

UNITED STATES INTERNAL REVENUE,
Oregon
DISTRICT OF
April 8 53
, 19

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer Oscar E Joelson

Residence or place of business 1743 Washington St- Eugene Oregon

NATURE OF TAX	YEAR OR TAXABLE PERIOD ENDED	DATE ASSESSMENT LIST RECEIVED	AMOUNT OF ASSESSMENT
Fed Unemployment tax	year1951	3-2-53	828.78
	Interest		4.14
	Penalty		41.44
	TOTAL		874.36

R C Granquist
Director xxxxx
Collector.

CERTIFICATE OF OFFICER AUTHORIZED BY LAW TO TAKE ACKNOWLEDGMENTS

STATE OF Oregon
COUNTY OF Lane } ss:

R C Granquist

Before me, this day personally appeared , to me well known, and well known by me to be the person described in and who executed the foregoing instrument as Collector of Internal Revenue for the Oregon Collection District of Oregon; and he acknowledged before me that he executed the same as such Collector of Internal Revenue, and for the purpose herein expressed.

WITNESS my hand and official seal at April 8, 1953 Eugene, in the County and State aforesaid, this 8 day of April, 19 53

To

[SEAL]

(Official title)

16—37450-1

No. _____

UNITED STATES

vs.

NOTICE OF TAX LIEN(S)

Filed this _____ *day of*

_____, *19*____, *at* ____ *m.*

_____

Clerk (or Registrar).

16—37458-1

INTERNAL REVENUE CODE

Chapter 36, Subchapter B—Lien for Taxes

SEC. 3670. PROPERTY SUBJECT TO LIEN.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, penalty, additional amount, or addition to such tax, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 3671. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien shall arise at the time the assessment list was received by the collector and shall continue until the liability for such amount is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 3672 (*a*). INVALIDITY OF LIEN WITHOUT NOTICE.

Such lien shall not be valid as against any mortgagee, pledgee, purchaser, or judgment creditor until notice thereof has been filed by the collector—

(1) UNDER STATE OR TERRITORIAL LAWS.—In the office in which the filing of such notice is authorized by the law of the State or Territory in which the property subject to the lien is situated, whenever the State or Territory has by law authorized the filing of such notice in an office within the State or Territory; or

(2) WITH CLERK OF DISTRICT COURT.—In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated, whenever the State or Territory has not by law authorized the filing of such notice in an office within the State or Territory; or

(3) WITH CLERK OF DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA.—In the office of the clerk of the District Court of the United States for the District of Columbia, if the property subject to the lien is situated in the District of Columbia.

For provisions relating to securities, see subsection (*b*) (1), (2), and (3) of this section.

SEC. 3673. RELEASE OF LIEN.

Subject to such regulations as the Commissioner, with the approval of the Secretary, may prescribe, the collector charged with an assessment in respect of any tax, may issue a certificate of release of the lien if—

(*a*) LIABILITY SATISFIED OR UNENFORCEABLE.—The collector finds that the liability for the amount assessed, together with all interest in respect thereof, has been satisfied or has become unenforceable by reason of lapse of time; or

(*b*) BOND ACCEPTED.—There is furnished to the collector and accepted by him a bond that is conditioned upon the payment of the amount assessed, together with all interest in respect thereof, within the time prescribed by law (including any extension of such time), and that is in accordance with such requirements relating to terms, conditions, and form of the bond and sureties thereon, as may be specified in the regulations.

SEC. 3674. PARTIAL DISCHARGE OF PROPERTY.

(*a*) PROPERTY DOUBLE THE AMOUNT OF THE LIABILITY.—Subject to such regulations as the Commissioner, with the approval of the Secretary, may prescribe, the collector charged with an assessment in respect of any tax may issue a certificate of partial discharge of any part of the property subject to the lien if the collector finds that the fair market value of that part of such property remaining subject to the lien is at least double the amount of the liability remaining unsatisfied in respect of such tax and the amount of all prior liens upon such property.

(*b*) PART PAYMENT.—Subject to such regulations as the Commissioner, with the approval of the Secretary, may prescribe, the collector charged with an assessment in respect of any tax may issue a certificate of discharge of any part of the property subject to the lien if there is paid over to the collector in part satisfaction of the liability in respect of such tax an amount determined by the Commissioner, which shall not be less than the value, as determined by him, of the interest of the United States in the part to be so discharged. In determining such value the Commissioner shall give consideration to the fair market value of the part to be so discharged and to such liens thereon as have priority to the lien of the United States.

SEC. 3675. EFFECT OF CERTIFICATES OF RELEASE OR PARTIAL DISCHARGE.

A certificate of release or of partial discharge issued under this subchapter shall be held conclusive that the lien upon the property covered by the certificate is extinguished.

SEC. 3676. SINGLE BOND COVERING RELEASE OF LIEN AND PAYMENT OF INCOME TAX DEFICIENCY.

The Commissioner, with the approval of the Secretary, may by regulation provide for the acceptance of a single bond complying both with the requirements of section 272 (*j*) (relating to the extension of time for the payment of a deficiency) and the requirements of subsection (*b*) of section 3673.

SEC. 3677. EXTENDED APPLICATION OF PROVISIONS RELATING TO RELEASE OR PARTIAL DISCHARGE.

Sections 3673, 3674, 3675, and 3676 shall apply to a lien in respect of any internal revenue tax, whether or not the lien is imposed by this subchapter.

INSTRUCTIONS

Notice on this form should be filed as above provided and in accordance with instructions contained in Internal Revenue Circular of March 18, 1913. (T. D. 1841.)

All such notices should be numbered in consecutive order, and each Certificate of Discharge (Form 669) when issued should be given a number corresponding to that given the notice previously issued.

The filing of the notice, in each case, should be noted in the "Remarks" column of the Assessment List, opposite the name of the taxpayer. For such purpose the serial number and date of issuance of the notice will be sufficient.

Form 69
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
(Revised Nov. 1949)

Copy

WARRANT FOR DISTRAINT

No. ____

Oscar E Joelson
1743 Washington St
Eugene Oregon

DATE		DEBITS	CREDITS	UNPAID BALANCE
		386.44		
3-9-53	P	19.32	147.80	260.94
4-13-53	I	2.98		~~20.44~~
DATE OF FIRST NOTICE		Penalty of 5 percent		$
3-20-53		Interest from 3-20-53 to 5-5-53		2.38
DATE OF SECOND NOTICE		TOTAL		~~283.76~~
4-7-53		Additional interest		
ACCOUNT NUMBER AND REMARKS		TOTAL		$

TO ..... Eugene Oregon ....., *Deputy Collector.*

WHEREAS, in pursuance of the provisions of the acts of Congress relating to internal revenue, the above-named person or persons is or are liable to pay the tax or taxes assessed against him, or them, in the amount or amounts named above, together with penalties and interest prescribed by law for failure to pay said tax or taxes when the same became due; AND WHEREAS, 10 days have elapsed since notice served and demand made upon said person or persons for payment of said tax or taxes; AND WHEREAS, said person or persons still neglect or refuse to pay the same: You are hereby commanded to levy upon, by distraint, and to sell so much of the goods, chattels, effects, or other property or rights to property, including stocks, securities, and evidences of debt, of the person or persons liable as aforesaid, or on which a lien exists for the tax or taxes, as may be necessary to satisfy the tax or taxes, with such additional amounts, including interest, as are shown in the statement above, and also such further sum as shall be sufficient for the fees, costs, and expenses of the levy; but if sufficient goods, chattels, or effects are not found, then you are hereby commanded to seize and sell in the manner prescribed by law so much of the real estate of said person or persons, or on which a lien exists for the tax or taxes, as may be necessary for the purposes aforesaid. You will do all things necessary to be done in the premises and strictly comply with all requirements of law, and for so doing this shall be your warrant, of which make due return to me at this office on or before the sixtieth day after the execution hereof.

Witness my hand and official seal at .....

..... 5th ..... May 53

this ..... day of ....., 19.....

16—60587-1

R C Granquist
Director XXXXX
..... Portland Oregon .....
Collector of Internal Revenue.

District of .....

Form 69
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
(Revised Nov. 1949)

Copy

WARRANT FOR DISTRAINT

No. ----------

Oscar E Joelson
1743 Washington St
Eugene Oregon

FUT-11-3000002-52-1950 Del
23c R 12-1-52

ACCOUNT NUMBER AND REMARKS

DATE	DEBITS	CREDITS	UNPAID BALANCE
11-13-53	150.59		
	P 37.65		
	I 16.55		204.79

DATE OF FIRST NOTICE: 12/1/52

DATE OF SECOND NOTICE: 1-6-53

Penalty of 5 percent	$ 10.24x
Interest from 12-1-52 to 1-16-53	1.53x
TOTAL	$ 216.56
Additional interest 5-29-53	4.54
TOTAL	$ 221.10

TO Eugene Oregan, *Deputy Collector.*

WHEREAS, in pursuance of the provisions of the acts of Congress relating to internal revenue, the above-named person or persons is or are liable to pay the tax or taxes assessed against him, or them, in the amount or amounts named above, together with penalties and interest prescribed by law for failure to pay said tax or taxes when the same became due; AND WHEREAS, 10 days have elapsed since notice served and demand made upon said person or persons for payment of said tax or taxes; AND WHEREAS, said person or persons still neglect or refuse to pay the same: You are hereby commanded to levy upon, by distraint, and to sell so much of the goods, chattels, effects, or other property or rights to property, including stocks, securities, and evidences of debt, of the person or persons liable as aforesaid, or on which a lien exists for the tax or taxes, as may be necessary to satisfy the tax or taxes, with such additional amounts, including interest, as are shown in the statement above, and also such further sum as shall be sufficient for the fees, costs, and expenses of the levy; but if sufficient goods, chattels, or effects are not found, then you are hereby commanded to seize and sell in the manner prescribed by law so much of the real estate of said person or persons, or on which a lien exists for the tax or taxes, as may be necessary for the purposes aforesaid. You will do all things necessary to be done in the premises and strictly comply with all requirements of law, and for so doing this shall be your warrant, of which make due return to me at this office on or before the sixtieth day after the execution hereof.

Witness my hand and official seal at ----------

this 27 day of Jan, 19 53

16—60587-1

R C Granquist
Director xxxxxx *Collector of Internal Revenue.*

District of Portland Ore

RECEIVED
FOR FILING

Salem, Oregon
May 26, 1953

Mr. C. W. Enfield

Attached is a levy received in the office of the Secretary from Mr. Chesley of the United States Internal Revenue Bureau against Oscar E. Joelson.

We are holding as retained percentage $2,249.23 on contract No. 3459 which was awarded to Mr. O. E. Joelson. The contract was completed October 15, 1952, but to date has not been accepted by the Commission. Also there is a claim filed against the contract in the amount of $943.03.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl

encl.

RECEIVED
1953
FOR FILING

12-2-11
31-1

April 22, 1953

Great American Indemnity Company
Oregon Service Office
409 Failing Building
Portland, Oregon

Attention: Mr. W. H. Gardner

Gentlemen:

This is in reply to your letter of April 20 concerning the reason for not releasing final payment on State Highway Contract No. 3459 awarded to Oscar E. Joelson.

Investigation discloses that the contract was completed October 15, 1952, but Mr. Joelson has never submitted an extension of time for the period from April 30, 1952, to the date of completion. Several attempts have been made to secure the extension but there have been no results so far.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/21

DANIEL R ACKERMAN.
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT
GEORGE E. KELLY.
SECRETARY
ROBERT A. MATTHEW.
ASSISTANT MANAGER

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

no time ext.
4-30 to 10-15-52

incl $2249.23
after penalty
billed.

April 20, 1953

H.B. Glaisyer,
Secretary Ore. State Highway Comm.
Salem, Oregon

Re: Contract 3459

3570.10

Dear Mr. Glaisyer:

On November 7, 1952 you advised us that the retained percentage of the above contract was $2819.33. Insofar as we are aware, all claims against this contract have been satisfied. Will you please advise us when we may expect to receive final payment.

Yours very truly,

W. H. Gardner
W. H. Gardner, Superintendent
Oregon Claim Department

L.B.

WHG/lb

RECEIVED
DEC 16 1952
FOR FILING

12-T 311
3459

December 12, 1952

Mr. Melbourne Stricklett
2002 East EighthStreet
Bend, Oregon

Dear Mr. Stricklett:

Thank you for your note received today advising that Mr. Oscar E. Joelson has paid you $345.00 for cat work on State Highway Contract No. 3459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED IN CMHL
12-12-52

-123 80M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
LA Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 14, 1952

Mr. Melbourne Stricklett
2002 East Eighth
Bend, Oregon

Dear Mr. Stricklett:

We have been informed by the Great American Indemnity Company, Surety on the performance bond furnished by Oscar E. Joelson in connection with State Highway Contract No. 3459, for rock production on the Lapine Section of The Dalles-California and Fremont Highways, that your claim for cat work amounting to $345 has been satisfied.

In order that our files may be cleared of this claim you filed on January 11 will you please verify payment of the $345 by return mail.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H B Glaisyer

Secretary

gl

This amount has been paid

Mel Stricklett

RECEIVED
DEC 12 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 16 1952
FOR FILING

12-8-11
11-7

December 12, 1952

Wells-Reed Insurance
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a note from Mr. Melbourne Stricklett concerning his claim against Oscar E. Joelson for cat work in the sum of $345.00 furnished to Mr. Joelson in connection with State Highway Contract No. 3459 for rock production on the Lapine Section on The Dalles-California and Fremont highways in Klamath and Deschutes counties. He writes as follows:

"This amount has been paid."

We provide this information as your Company appears as surety on the performance bond furnished with Contract No. 3459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

RECEIVED
FOR FILING

November 28, 1952

Crater Lake Machinery Co.
P. O. Box 31
Klamath Falls, Oregon

Attention: Mr. Stanley Miller
President

Gentlemen:

This is to acknowledge receipt of your letter of November 25 in which you state you have a claim against Oscar E. Joelson in the sum of $943.03 for work performed on one of his caterpillar tractors in connection with State Highway Contract No. 3459. This is known as a rock production project on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties.

As you probably know, each state highway contract is covered by a performance bond which assures satisfactory completion of the contract and payment of all bills incurred in connection with it. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the bond for this contract. If you so desire, it would be well to notify the surety of your claim.

This contract was completed October 15, 1952, but to date has not been accepted by the Commission.

In the event you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will be noted in our records, but as requested in your letter, we are not notifying the surety at this time.

Final payment on this contract will not be made until after the contract has been accepted by the Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

CRATER LAKE MACHINERY CO.

Caterpillar — John Deere

HYSTER - ATHEY - TRACKSON

P. O. BOX 31 PHONE 2-2544
KLAMATH FALLS, OREGON

November 25, 1952

Oregon State Highway Comm
Salem, Oregon

Attention: Mr. Glacier, Sec.

Dear Mr. Glacier:

We would like to go on record as having some indebtedness against O. E. Joelson - LaPine Rocks Products - contract #3459.

At this time Mr. Joelson owes us $943.03 for work done on one of his Caterpillar tractors that he used in this operation. From our understanding, we have 6 months after October 15 to file. We prefer not to file unless that period of time gets much shorter than it is now. However, we would like to have you keep this letter on file so we can be notified if his final settlement becomes payable to him.

If you can furnish us any help or information how to secure ourselves we would be very grateful to you.

Very truly yours,

CRATER LAKE MACHINERY CO

Stanley Miller
President

SM:mc

11-29

DIESEL ENGINES TRACTORS MOTOR GRADERS EARTH MOVING EQUIPMENT FARM MACHINERY

18-211

November 20, 1952

Wells-Reed Insurance
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

On November 17 we received a letter from Mrs. Jesse Edgar advising that Mr. Joelson had settled the Edgar claim for wages due Mr. Edgar for hauling gravel.

This information pertains to the claim filed by Mrs. Jesse Edgar on State Highway Contract No. 3459 awarded to Oscar E. Joelson for rock production on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties.

We previously wrote to you regarding this claim in an unstated amount on August 28, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

11-20-52.3

November 20, 1952

Mrs. Jesse Edgar
531 Thirteenth
Redmond, Oregon

Dear Mrs. Edgar:

This is to thank you for your recent letter advising that Mr. Joelson has settled your claim against him for wages due your husband for hauling gravel on State Highway Contract No. 3459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

REFERRED TO
[illegible]

[illegible]

State Highway Engineer
Salem, Oregon

Dear Sir:

In regards to your letter of Nov. 14th asking what the flume fees by road ... (request is for [illegible]) in Eugene with the State Highway Contract No. [illegible] I am anticipated.

[illegible] recently came and asked me if I had heard [illegible] that I would suggest to [illegible] you [illegible] for you to get all the [illegible] and all the necessary information upon [illegible]

Very truly yours,
[illegible]

11-17-52

RECEIVED
NOV 21 1952
FOR FILING

Miss Lewis R

18-8311
3177

November 20, 1952

Settlemyer Motors, Inc.
920 Bond Street
Bend, Oregon

Gentlemen:

We acknowledge with thanks your letter of November 17 advising that the Great American Indemnity Company had forwarded to you their check in the amount of $124.96 in payment of all claims you had against Oscar E. Joelson on Contract No. 3459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MAILED IN ERR
11-20-52 gf

FORD

SETTLEMYER MOTORS, Inc.
920 Bond Street Telephone 680
BEND, OREGON

THE ONE FINE CAR IN ITS FIELD

November 17, 1952

Oregon State Highway Dept.
Salem, Oregon

Attn: H. B. Glaisyer

Gentlemen:

Please be advised that on November 14th we received from the Great American Indemnity Co. their draft in the amount of $124.98.

This amount covers all claims we have against O. E. Joelson on contract No. 3459.

We would also like to extend to you our appreciation for your assistance in collecting this account.

Very truly,

SETTLEMYER MOTORS, INC.
Frank Donahue
Office Manager

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

11-17-52 gf

FORD

SETTLEMYER MOTORS, Inc.

920 Bond Street Telephone 680

BEND, OREGON

THE ONE FINE CAR IN ITS FIELD

November 17, 1952

Oregon State Highway Dept.
Salem, Oregon

Attn: H. B. Glaisyer

Gentlemen:

Please be advised that on November 14th we received from the Great American Indemnity Co. their draft in the amount of $124.98.

This amount covers all claims we have against O. E. Joelson on contract No. 3459.

We would also like to extend to you our appreciation for your assistance in collecting this account.

Very truly,

SETTLEMYER MOTORS, INC.

Frank Donahue

Office Manager

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

11-17-52

RECEIVED
FOR FILING

18-2311

151

November 20, 1952

Wells-Reed Insurance
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the Settlemyer Motors, Inc., Bend, Oregon, in which they write as follows:

"Please be advised that on November 16th we received from the Great American Indemnity Co. their draft in the amount of $124.98.

"This amount covers all claims we have against O. E. Joelson on contract No. 3459. . . "

This is the claim concerning which we wrote to you on October 28 at which time the claim was computed in the amount of $307.29.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

11-26-52

RECEIVED
NOV 1 1952
FOR FILING

18-7311

November 14, 1952

Mr. Melbourne Stricklett
2002 East Eighth
Bend, Oregon

Dear Mr. Stricklett:

We have been informed by the Great American Indemnity Company, Surety on the performance bond furnished by Oscar E. Joelson in connection with State Highway Contract No. 3459, for rock production on the Lapine Section of The Dalles-California and Fremont Highways, that your claim for cat work amounting to $345 has been satisfied.

In order that our files may be cleared of this claim you filed on January 11 will you please verify payment of the $345 by return mail.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

PWTD 94 Cmds
11-14-52

RECEIVED
NOV 17 1952
FOR FILING

November 14, 1952

Mrs. Jesse R. Edgar
531 Thirteenth St.
Redmond, Oregon

Dear Mrs. Edgar:

Our records show a claim filed by you on August 26 for wages due your husband in an unstated amount in connection with State Highway Contract No. 3459, for rock production on the Lapine Section of The Dalles-California and Fremont Highways.

Will you please notify this office at once whether or not this claim has been satisfied by Mr. Joelson or by the surety on the performance bond furnished by Oscar E. Joelson. If we do not hear from you within a reasonable time we will consider the claim as having been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-14-52

RECEIVED
NOV 1 [illegible] 1952
FOR FILING

12-1-11
3459

November 14, 1952

Settlemyer Motors, Inc.
920 Bond St.
Bend, Oregon

Gentlemen:

In order that the records of this office may be cleared will you please verify settlement of your claim for equipment, parts and labor filed against contract No. 3459, for rock production on the Lapine Section of The Dalles-California and Fremont Highways.

The Great American Indemnity Company, Surety on the performance bond furnished by Oscar E. Joelson on this project, informed us they sent you a draft in payment of this claim on November 13, yesterday.

May we hear from you immediately.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-14-52 gl

RECEIVED
FOR FILING
DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT
15-8311
J. M. RIEG
SPECIAL AGENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT
ALFRED W. HILLBACK,
VICE-PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

W. H. GARDNER
CLAIM SUPERINTENDENT

November 13th, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

This is to acknowledge receipt of and thank you for your letter of November 7th, 1952 addressed to us in connection with Oscar E. Joelson's contract No. 3459 for rock production on the LaPine section of The Dalles-California Highway.

According to my file, you were advised that Mr. Strickle tt's claim for $345.00 was satisfied prior to the time Mr. Joelson started the actual crushing of cinders. On April 21, 1952, we issued our draft P-31201 to the order of Melbourne Strickle tt and Duncan L. McKay, his attorney, in the amount of $345.00. In response to our request, Mr. Owen M. Panner, Mr. McKay's partner in the firm of McKay & Panner, acknowledged receipt of the draft in full settlement of Mr. Strickle tt's claim on June 10th in response to my request for the execution of an assignment of Mr. Strickle tt's claim.

We are today issuing a draft to the order of Settlemyer Motors for equipment, parts and labor for the invoices submitted to us which incidentally do not total the sum of $307.29, but appear to total $124.98.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

REFERRED TO
BY SECRETARY

RECEIVED

NOTED ON CARD
11-13-52

RECEIVED
FOR FILING
11-12-52
3459

November 7, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Oscar E. Joelson, assigned to Great American Indemnity Company, on contract No. 3459, for rock production on the Lapine Section of The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

This payment, in the amount of $3,122.80, will be released to the contractor on or after November 17, 1952. The retained percentage is $2,819.33.

There are three claims filed against this project, of which you have been previously notified, as follows:

M. Stricklett for tractor work amounting to $345.00.

Mrs. Jesse R. Edgar for wages due her husband for hauling gravel, amount not specified.

Settlemyer Motors, Inc. for equipment parts and labor amounting to $307.29.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

11-7-52

RECEIVED
FOR FILING

DANIEL R. ACKERMAN,
CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

18-8311

J. M. RIEG
SPECIAL AGENT

Great American Indemnity Company New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE PRESIDENT
GEORGE E. KELLY,
SECRETARY
ROBERT A. MATTHEW,
ASSISTANT MANAGER

W. H. GARDNER
CLAIM SUPERINTENDENT

November 6th, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of October 28th, 1952 to which were attached invoices submitted by Settlemyer Motors, Inc. of Bend, Oregon.

We have asked Mr. Joelson to inspect the invoices and to approve them for payment.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

RECEIVED
NOV 7 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 3 1952
FOR FILING
18-2311
3459

October 28, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached are carbon copies of a claim submitted to this office by Settlemyer Motors, Inc., Bend, Oregon, against Oscar E. Joelson for equipment parts and labor furnished to him in connection with State Highway Contract No. 3459 for rock production on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties. As we have totalled the amounts of the various invoices, it appears that the net amount is $307.29. The claim was incurred during the months of May, June, August and October, 1952.

We provide this information for your company for the reason that it appears as surety on the performance bond furnished for the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

NOTED ON CARD
10-29-52

RECEIVED
FOR FILING
18-E311
3459

October 28, 1952

Settlemyer Motors, Inc.
920 Bond Street
Bend, Oregon

Attention: Mr. Frank Donahue
Office Manager

Gentlemen:

We have your letter of October 23, 1952, to which was attached a detailed statement of an account owed to your company by Oscar E. Joelson for equipment parts and labor furnished to him in connection with his operations on State Highway Contract No. 3459 for rock production on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties. As we have totalled the amounts of the various invoices, it appears that the net amount of your claim is $307.29.

This contract has not yet been accepted by the Commission; however, if you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Highway Commission, it might be well for you to file the claim with the Secretary of State. As an aid in preparing the filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

The claim will be noted in our records and we will also advise the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, that your claim has been received. The Great American Indemnity Company appears as surety on the performance bond assuring completion of the job and payment of bills incurred in connection with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

10-28-52

FORD

SETTLEMYER MOTORS, Inc.
920 Bond Street Telephone 680
BEND, OREGON

THE ONE FINE CAR IN ITS FIELD

October 23, 1952

Oregon State Highway Dept.
Accounting Division
Salem, Oregon

Gentlemen

We have been advised by your local office here in Bend to write you concerning O. E. Joelson who held contract # 3459 for work done near La Pine.

To date we have been unable to collect his account and as the job is complete and he will be leaving this area we are asking for your assistance.

We are enclosing statement of his account with copies of supporting invoices so that you may know details of his account.

Anything that you can do to assist us in collecting from him will be greatly appreciated.

Very truly yours,

SETTLEMYER MOTORS, INC.
Frank Donahue
Office Manager

enc.

OCT EST.
VOU. 19483

		134.92
		3.80
		21.67
"		
"		18.71
"		22.60
"		
		4.65
"		18.31
"		28.42
"		4.50
"		1.54
"		
"		
June		16.02
	59.97a	307.27

5.07
5.4.
58.20
6.08
" .33
" 4.31
77.64
-30[illegible]
384.13
Total 59.97
credits
Net $324.96

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To C.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 9-19- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
5	51-1107 Stud		1.25	
5	BB-1133 nut		2.60	
5	BB-1135 nut		1.91	
			5.76	
	Net Price		4.31	
	Our: A 877			

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 8-29- 19 52

E.E.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	Center Tie Bolt		.45	
	Net Price		.33	
	Our: A 768			

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS TRUCKS

SALES Ford SERVICE

TELEPHONE 680 920 BOND ST. BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 8-14- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	01T-5563 Leaf		7.35	
1	Center tie Bolt		.75	
			8.10	
	Net Price		6.08	

Our: A 698

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS. SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 6-11- 19 52

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
	Rebush Spindles		13.65	
	Replace Pinion seal		5.95	
	Replace drive shaft			
	Replace center berring			
	Replace one joint kit		5.00	
	Labor		24.60	
1	73[illegible]-3111 Spindle Kit	9.05		
1	70-4812 L.S. Brg.	4.75		
1	70-4812 D.S. Brg.	4.75		
1	73[illegible]-H Pinion Seal	1.45		
1	7[illegible]-4833 Seal	1.10		
1	73[illegible]-4826 Retainer	.45		
1	73[illegible]-7039 Joint Kit	15.75		
10	J8 Sp Plug	7.50		
		44.80		
	Net Price		33.60	
	Total Bill		58.20	

Cur: RO E 3179

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS — SALES — Ford — SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To C.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 6-9- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	7E[illegible]-5313 Spr. Leaf		7.05	
2	7EQ-Tie Bolt		.40	
			7.45	
	Net Price		5.65	

Our: A 380

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

Ba Pine. Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 6-3- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	78-7580 Brg.		3.45	
	Lock Wash.		.30	
12	3/8 U.S.S. Nuts		.36	
			4.11	
	Net Price		3.07	
	Our: A 354			

STATEMENT

...ETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 6-2- 19 52

O.K.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	59T-7550 Disc. Ex.		11.30	
1	8LB-7563 Cover Ex.		8.75	
1	91T-7530 Rod		.25	
2	01A-10043 Brush		1.00	
			21.30	
	Net Price		16.02	

Our: A 352

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS — TRUCKS

SALES — Ford — SERVICE

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-29-19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	80-7550 Core		3.50	
1	72-7563 Core		4.50	
			8.00 CR	

Our: A 343

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS — TRUCKS

SALES — Ford — SERVICE

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-29- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8E[illegible]-9510 Carb. Core		13.50 CR	
	Our: A 342			

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-29- 19 52

B.B.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	7EA-9747 Rod		.55	
1	7BA-12171 HD Points		1.50	
			2.05	
	Net Price		1.54	

Our: A 341

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS — SALES — Ford — SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-26- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
8	H9 Sp Plugs		6.00	
	Net Price		4.50	
	Our: A 321			

STATEMENT

BETTLEMYER MOTORS, Inc.

CARS TRUCKS

SALES Ford SERVICE

TELEPHONE 680 920 BOND ST. BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-23-19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
16	8EL-6211E Rod Insert		20.16	
2	8EL-6331E Main Insert		6.80	
2	8EL-6338E Main Insert		3.52	
2	8EL-6342E Main Insert		3.34	
			33.82	
	Net Price		26.86	
	Prepay		1.57	
	Total Bill		28.43	

Our: A 302

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-20-1952

B.B.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
6	8EQ-6505 A Valves		23.52	
	Less		5.88	
			17.64	
	Stage		.67	
	Total Bill		18.31	

Our: A 291

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-17- 19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8EQ-8603 Fan Pulley & Hub		6.21	
	Less		1.56	
	Parts		4.65	

Our: A 275

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS — SALES — Ford — SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-17- 1952

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8EQ-9510 Carb. Ex.		13.15	CR
	Our: A 274			

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-16-19 52

B.B.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8EQ-9510 Carb. Ex.		20.65	
	Less		6.20	
	Parts		14.45	
	Core Chg.		13.15	
	Total Bill		27.60	
	Our: A 272			

STATEMENT

ETTLEMYER MOTORS, Inc.

CARS — SALES — Ford — SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent.

5-16-19 52

B.B.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8T-3105 Spindle		16.95	
1	81T-3111 Brush Kit		8.00	
			24.95	
	Less		6.24	
	Parts		18.71	

Our: A 271

STATEMENT

BETTLEMYER MOTORS, Inc.

CARS — SALES Ford SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

TO O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-16-19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	8T-3105 Spindle		16.95	
1	81T-3111 Brush Kit		8.00	
			24.95	
	Less		6.24	
	Parts		18.71	

Our: A 271

STATEMENT

TLEMYER MC ORS, Inc.

CARS — SALES — Ford — SERVICE — TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-16- 19 52

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
8	8EQ-6505 C Valves		33.76	
	Less		8.44	
	Parts		25.32 CR	
	Our: A 270			

STATEMENT

BETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-15-19 52

S.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
8	8EA-6505C Valve	33.76		
1	Gasket set	4.50		
	Parts		38.26	
	Less		8.57	
	Total Bill		29.69	

A 254

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS TRUCKS

SALES Ford SERVICE

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To O.E. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. 5-13- 19 52

U.S.

DAY	DESCRIPTION	CHARGES	CREDITS	BALANCE
1	80-7550 Disc. Ex.		12.50	
1	73[illegible]-7563B Plate Ex.		20.65	
			33.15	
	Less		8.29	
	Parts		24.86	
	Core Chg.		8.00	
	Total Bill		32.86	

Cur: A 250

STATEMENT

SETTLEMYER MOTORS, Inc.

CARS SALES Ford SERVICE TRUCKS

TELEPHONE 680 — 920 BOND ST. — BEND, OREGON

To C. J. Joelson

La Pine, Oregon

All accounts are due on 10th of month following purchase. Extensions must be arranged for before due date and if not will be considered delinquent. Oct. 19 52

S.S.

DAY		DESCRIPTION	CHARGES	CREDITS	BALANCE
5	13	A 230	32.86		
	15	A 254	29.69		
	16	A 270		25.30	
	16	A 271	18.71		
	16	A 272	17.60		
	17	A 274		13.15	
	17	A 275	4.65		
	20	A 291	16.31		
	23	A 302	28.43		
	26	A 321	4.50		
	29	A 341	1.54		
	29	A 342		13.50	
	29	A 343		8.00	
6	2	A 352	16.02		
	3	A 354	3.07		
	9	A 380	5.65		
	11	BC 3179	58.20		
8	14	A 698	6.08		
	29	A 768	.33		
9	19	A 877	4.31		
		Thank You.		75.00	
		Balance			124.[illegible]
		[illegible]			

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25, 1952, 19

Section LaPine Rock Production

Highway The Dalles - Calif. & Fremont

Contractor Oscar E. Joelson

Date of contract Jan. 24, 19 51

Date work started Sept. 20, 19 51

Amount of contract . . . . . $ 35,591.00

Extra Items 1,000.

Estimated cost of completed project, exclusive of engineering . . . . . $ 36,910.07

Per cent of contract completed, based on total contract price . . . . . 100 %

Final Cost

Engineering cost to date $ 2,087.28, 5.40 %

Kind of work Rock Production

Section prefix 18-8311

Contract number 3459

Date of completion Sept. 30, 19 51

Estimated date of completion , 19

Per cent of time elapsed 252.4 %

Date project was completed Oct. 15, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor has been dismantling the plant all week and removing some of the equipment.

The quantities and Semi-final was submitted to the Division Office Oct. 21,1952

efecre report.

NOTED

RECEIVED

Signed A. A. Jossen Resident Engineer

Address 1290 Wall St. Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			36		
Miles partially completed					
Miles completed			36		
Total estimated quantities			21,000 1,000 Pit Run		
Estimated quantities moved or placed to date			19,233.5 982.9 Pit Run		
Average daily quantities			572.9 Rejects		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair-Cloudy		
Wednesday	Overcast		
Thursday	Cloudy		
Friday	Fair		
Saturday			

STATE PRINTING

RECEIVED
COPY TO
FOR FILING

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department

COPY FROM
Great American
Indemnity Company
New York
409 FAILING BUILDING
PORTLAND, OREGON

12-9111
157

September 11th, 1952

Mrs. Jesse R. Edgar,
531 Thirteenth Street
Redmond, Oregon

Dear Mrs. Edgar:

We have been informed by Mr. H. B. Glaisyer of the Oregon State Highway Department that you have presented a claim in behalf of your husband for work done on the LaPine project, State Highway Contract #3459, Oscar Joelson, is the contractor.

Please advise us at your first convenience the amount of the claim and why it has not been presented to Mr. Joelson.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

RECEIVED
SEP 1[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

August 28, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland, 4, Oregon

Gentlemen:

We have received a letter dated August 26 from Mrs. Jesse R. Edgar of 531 Thirteenth, Redmond, Oregon, in which she states that her husband was employed by Oscar Joelson at Lapine and that he hauled gravel to various stockpiles in that vicinity the week before Memorial Day. The amount of the claim is unstated. From the description given by Mrs. Edgar, it appears that she refers to State Highway Contract No. 3459, awarded to Oscar E. Joelson for rock production on the Lapine Section of The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

This information is furnished inasmuch as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

RECEIVED
FOR FILING
3459

August 28, 1952

Mrs. Jesse R. Edgar
531 Thirteenth
Redmond, Oregon

Dear Mrs. Edgar:

We have your letter of August 26 in which you state that Oscar Joelson owes your husband an unstated amount of money due as wages on a rock crushing project near Lapine. From the description provided, it appears that the job you refer to is State Highway Contract No. 3459 awarded to Oscar E. Joelson for rock production on the Lapine Section of The Dalles-California and Fremont Highways in Klamath and Deschutes Counties. This contract, to date, has not been completed.

In connection with this contract Mr. Joelson provided a performance bond which assures satisfactory completion of the contract and payment of all bills incurred in connection with it. This bond was written by the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4. If you are unsuccessful in securing the wages due from Mr. Joelson, it is suggested that you present your claim to the surety.

In the event that you might wish to protect the claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file the claim with the Secretary of State. The procedure for doing this is not complicated, and we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

guest
BY SECRETARY
pupil

Aug. 26 - 1952
Mrs Jesse R Edgar
Redmond, Oregon

Dear Sir,

Am writing to you to see if you could give me some information. Would like to know the name of a bonding Company in Eugene or Salem Oregon. My husband was employed by Oscar Joelson located at La-pine, Oregon who is running a rock crusher He hauled gravel to these varies stock piles which belong to the State highway Dept. This Oscar Joelson is under a bonding Company and we thought perhaps You might be able to give us the name as we have been unable to collect Mr Edgar wages He did this work the week before Memorial Day -

I myself don't know the

numbers of the stock pile but could get them from Mr Edgar who is working away from home.

Any information you could give us in regards to these Bonding Companies or Labor Comissions would be deeply appreciated. Thank You

Sincerely,
Mrs Jesse R Edgar
531- 13th
Redmond Oregon

RECEIVED
APR 27 1970
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FOR FILING
FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1952

SUBJECT:

To: Mr. Floyd Query
Assistant Secretary

COPY

Oscar Joelson phoned me this a.m. from Lapine and advised that he has paid the Lapine Hardware Co. its claim against him in the amount of $17.71. He said the Hardware Co. filed the claim a couple of days ago and he asked that it be ignored inasmuch as it has been paid.

The information was verified by the Hardware store owner with whom I also talked and who said that he will confirm payment by letter asking us to ignore his claim when we receive it.

/s/ H. B. Glaisyer

August 21, 1952: No written claim received to date nor any acknowledgement of payment.

Oscar Jodlan

17.71 Claim

Tapins Hardware

7/31/52

Mr. Guerry:—

Oscar Jodlan phoned me this A.M. from Tapins and advised that he has paid the Tapins Hardware Co its claim against him in amount $17.71.
He said the Hardware Co filed the claim a couple of days ago and he asked that it be ignored inasmuch as it has been paid.

The information was verified by the Hardware store owner with whom I also talked and who said that he will confirm payment by letter asking us to ignore his claim when we receive it.

JPS:lam

Aug 21, 1952. No written claim received to date nor any acknowledgment of payment.

RECEIVED
JAN 15 1952
FOR FILING

January 14, 1952

Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 211 days, from eptember 30, 1951 to April 30, 1952, within which to complete your contract No. 3459, covering the Lapine Rock Production Project on The Dalles-California and Fremont Highways in Klamath and Deschutes Counties.

The Highway Commission granted your request without penalty, however, if the project is not completed by April 30, 1952 all engineering costs thereafter will be assessed against the contract as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. E. Cox,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
1-14-52

RECEIVED
JAN 14 1952
FOR FILING

January 14, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a statement of claim from Mr. Melbourne Stricklett whose address is 2002 East 8th, Bend, Oregon, against Mr. Oscar E. Joelson on State Highway Contract No. 3459 for rock production on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties. Mr. Stricklett makes claim for 30 hours cat. work at $10.00 an hour for stripping overburden plus $45.00 for moving the cat., making a total of $345.00.

This information is furnished to your company inasmuch as it appears as the surety on the bond furnished with State Highway Contract No. 3459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson,
1743 Washington Street,
Eugene, Oregon.

NOTED (Ltr)
1-14-52

RECEIVED
FOR FILING

January 14, 1952

Mr. Melbourne Stricklett
2002 East Eighth
Bend, Oregon

Dear Mr. Stricklett:

This is to acknowledge your letter of January 11 to which was attached a statement of a claim owed to you by Mr. Oscar Joelson in the amount of $345.00 for cat. work on State Highway Contract No. 3459 awarded to Oscar E. Joelson for rock production on the Lapine Section of The Dalles-California and Fremont highways in Klamath and Deschutes counties. This contract has not yet been completed and the extended completion date is set as of April 30, 1952.

The State does not directly enter into the matter of claims on contracts as it does not attempt to determine the validity of the various claims submitted; however, each contractor is required to furnish a performance bond with his contract, which bond provides not only for completion of the work but payment of all bills incurred in connection with the contract. The Great American Indemnity Company through Wells-Reed Insurance, 492 Failing Building, Portland 4, furnished the bond for the above-mentioned contract.

It is suggested that if negotiations are not successful with the contractor you contact the surety, and if you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Highway Commission that you file your claim with the Secretary of Sate. We have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we also will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
1-14-52

Secretary

FAQ:md
Attach.

Cat and Dump Truck Work
Excavating and Bulldozing
Dirt and Cinders

MEL STRICKLETT
Bend, Oregon

2002 East 8th
Phone 1017J

Jan.11 52

Gentlemen:

This bill is on the job at Finely Butte in the Lapine area.

I haven't had any luck collecting my money for scalping the overburden off for Mr. Joelson. I talked to the Highway dept. here in Bend and they recomended that I do just this to be sure of my money.

The contract number on this job is 3459.

I thank you in advance for this and if any more information is needed I can be reached at the above adress.

Melbourne Stricklett

REFERRED TO BY SECRETARY

RECEIVED JAN 14 1952 OFFICE OF CONSTRUCTION ENGINEER

1-14-52

Mel Stricklett

RT. 3 Box 180

Nov. 12 19 51

Sold To Oscar Joelson

Terms cash

	30	hrs cat work @10.00	300	00
		moving cat	45	00
			345	00

RECEIVED
FOR FILING

December 3, 1951

Request for extension of time
No. 12
December 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Oscar A. Joelson for an extension of time on Contract No. 3459, Lapine Rock Production Project, from September 30, 1951 to May 1, 1952.

This contract was awarded January 24, 1951. The contractor did not commence work until September 30, which was the specified completion date. Mr. Joelson is a small contractor, and at the time he bid on this job he had underway a Bureau of Public Roads project north of Mount Vernon on the Fernleton-John Day Highway which he expected to finish in early spring and move from there to a state rock production project he had at Keston, believing that he could complete the Keston job on time to then move to the Lapine job and complete it within the time limit. He was delayed in starting the Bureau job at Mount Vernon to the extent that he was two or three months late in moving to the Keston job, and he did not complete that in time to get any rock crushed on the Lapine project.

To date the State has been caused no extra expense, as there had been no engineering costs prior to the start of the work. It is recommended that he be granted an extension of time to April 30, 1952 without penalty, as the rock will not now be needed before that time. If he is not through by April 30, it is recommended that all engineering costs thereafter be assessed against him.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 30, 1951

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Advise that there is one contractor in this Division who comes under the category of contractors mentioned in your letter of July 23rd. This contract was let on January 24, 1951 to Oscar E. Joelson and is the Lapine Rock Production Project. Contract No. 3459. It is very necessary that he start at once in order that he get the job through this fall. Many letters have been written on it, but nothing has been started to date. Mr. Smith is quite familiar with the situation. In case a construction job known as the Lapine Section, Mile Post 172 to 182 on The Dalles-California Highway is let, he will be right in the way.

Very truly yours,

WM. F. CHENOWER
Division Engineer

copy to Hester

WEC:me
cc: Mr. W. C. Williams
Mr. H. G. Smith

REFERRED TO
Williams
Highway Engineer
Please discuss with me action to be taken

RECEIVED
JUL 31 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 5 - 1951
FOR FILING

FORM E-30 25M 11-50 44701

18-211

3459

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
April 4, 1951

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

The LaPine Rock Production Project in Klamath and Deschutes Counties was let to Oscar E. Joelson, January 24, 1951. Contract No. 3459. I have written two letters and have no answer. In discussing rock production jobs with Mr. Chidsey, I find that he has one that Mr. Joelson is just starting, which he says will take all summer. It is very questionable whether Mr. Joelson will get this job started before his date of completion, which is September 30, 1951.

This material will be needed the latter part of the summer, so that if he is set up here and operating by July 1st, we could arrange the oiling for about that date; this, however, seems very questionable. I was wondering if we could not induce Mr. Joelson to sublet this contract to Linninger, who should be done with his rock production job early in the summer. It appears that if nothing is done about this contract, we will not get it until some time next summer.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
cc: Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. S. P. Jones

RECEIVED
FOR FILING
FORM E-30 25M 11-50 44701

18-8311

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 13, 1951

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

On February 2, 1951 I wrote to Mr. Joelson the following letter with a copy to yourself:

"We have Contract No. 3459 covering the Lapine Rock Production Project on The Dalles-California and Fremont Highways in Klamath and Deschutes Counties. This contract was awarded to you on January 24th, 1951. The date of completion is September 30th, 1951. Will you please advise when you plan to start this work. We will have use for this material during the coming summer and it is very necessary that this work is completed on the date specified. I will appreciate hearing from you at your early convenience."

I have no reply to this letter and it is very necessary that this project start at once because materials will be needed for this summer's work. Is there anything you can do to get this job started, or find out when Mr. Joelson is to start this work.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
cc: Mr. Collier
Mr. Stiffler
Mr. Ross

RECEIVED

NOTED
W. W. STIFFLER

RECEIVED
FEB 14 1951
FOR FILING

18-8211
3459

February 13, 1951

Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 3459, covering the Lapine Rock Production Project on The Dalles-California and Fremont Highways in Klamath and Deschutes Counties, awarded January 24, 1951.

Contract No. 3461, covering the Weston Rock Production Project on five state highways in Umatilla County, awarded January 25, 1951.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
1951
FOR FILING

2451

January 25, 1951

Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 24, 1951, awarded you Contract No. 3459 for rock production on the Lapine Rock Production Project on The Dalles-California and Fremont Highways near Lapine in Klamath and Deschutes Counties. This award was based on your low bid of $27,591 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

chr

cc S. H. Probert

336-17[illegible] Millamina (West Main St.) 1971
Section in Millamina

#3460

RECEIVED
FOR FILING

FINAL COST ANALYSIS

Contracts 3428, 3460 & 3527 — Prefixes 127-1021, 336-1704 & 327-1705
Yamhill River-Salt Creek, Willamina & Dallas Sections — Dallas-Coast & City Streets
Porter Iott, Contractor
Kenneth Bartel, Resident Engineer

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Yamhill River-Salt Creek Contract No. 3428						
Class "B" Asphaltic Concrete	17,054.12	Tons	$5.50	$5.30	$90,452.24	$93,797.66
RS-1 Emulsion	2.78	"	40.00	41.72	115.98	111.20
3/4"-0" in Shoulders	4,149	Cu. Yd.	2.20	2.64	10,937.15	9,127.80
Willamina (West Main St.) Contract No. 3460						
Grader Work	0.3	Mile	1,500.00	190.07	57.02	450.00
3"-0" in Base	1,356	Cu. Yd.	2.10	1.95	2,649.04	2,847.60
3/4"-0" in Base & Shldrs.	592	" "	3.25	3.35	1,984.77	1,924.00
Sprinkling	36.4	M-Gal.	3.00	3.12	113.65	109.20
3/4"-0" in Binder	75	Cu. Yd.	3.50	3.57	267.48	262.50
RC-3 in Binder	8.69	Tons	50.00	39.30	341.53	434.50
Class "B" Asphaltic Concrete	943.585	"	8.50	6.03	5,692.21	8,020.47
Dallas (Ellendale Ave.) Contract No. 3527						
Class "B" Asphaltic Concrete in Patching	112.06	Tons	9.00	6.03	675.97	1,008.54
Class "B" Asphaltic Concrete	1,072.64	"	8.00	6.00	6,432.54	8,581.12
					$119,719.58	$126,674.59

Gross Revenue	$126,674.59
Total Cost	119,719.58
Net Profit	$ 6,955.01

Net Profit Equals 5.5% of Gross Revenue

Yamhill River-Salt Creek, Willamina & Dallas

Detail of Cost

Labor:

Supervision		$1,050.00	
Labor		23,489.05	
Labor Insurance		1,496.26	
			$26,035.31

Materials:

85-100 Asphalt	1,152.0 Tons at $22.00	$25,344.00	
RC-3 Asphalt	8.69 " " 24.50	212.90	
RS-1 Emulsion	2.78 " " 25.20	70.06	
Paving Aggregate	15,346 Cu. Yd. at $1.37	21,100.65	
3/4"-0" Cr. Gravel Shldr. Mat'l. a t Plant	4,149 " " " 1.65	6,845.85	
3/4"-0" Delivered to Job	592 " " " 2.65	1,568.80	
3/4"-0" in Binder	64 " " " 1.80	115.20	
3"-0" Pit Run Gravel	1,356 " " " 1.40	1,898.40	
Truck Freight on Asphalt		3,168.20	
			60,324.06

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$17,337.00	
Hired Equipment	693.00	
Gas, Oil & Grease	3,032.65	
Plant Fuel	4,637.50	
Move In, Freight & Cartage	1,677.26	
Small Tools & Miscellaneous Supplies	739.39	
Bond	950.05	
Public Liability & Property Damage Insurance	493.12	
Home Office & General Overhead	3,800.24	
		33,360.21

Total Cost $119,719.58

Yamhill River-Salt Creek

Breakdown of Class "B" Asphaltic Concrete

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$3,127.07	19,182.405	Tons	$0.163
Feed Plant	2,429.04	"	"	0.127
Heat & Mix	18,470.98	"	"	0.963
85/100 Asphalt and Freight	28,477.44	"	"	1.485
Aggregate & Muck Sand	21,100.65	"	"	1.100
Overhead & Prorateable Expense	6,748.71	"	"	0.352
	$80,353.89	19,182.405	Tons	$4.189

2,000-Lb. batch plant.

Production averaged 63.0 tons per operating hour.

Yamhill River-Salt Creek, Willamina (W. Main St.) and Dallas (Ellendale Ave.) City Projects

Remarks:

The main project, Yamhill River-Salt Creek Section of the Dallas-Coast Highway, was bid and awarded on November 9th, 1950. The Willamina Section was bid on January 24th, 1951, and the Dallas project was bid on May 25th, 1951. All the contracts were completed by August 9th, 1951.

The contractor moved a 2,000-lb. batch plant to a site adjacent to the Burch commercial gravel plant at Buell, which is situated near the mid-point of the Yamhill River-Salt Creek Section. Aggregates and crushed gravel for all the projects was purchased from the Burch plant, and the Class "B" asphaltic concrete for all the jobs was produced at the Buell site. Asphalt was hauled from Portland by the contractor's own transports.

Yamhill River-Salt Creek

An average of 65 tons of Class "B" asphaltic concrete was placed per operating hour, and costs were as follows:

Cost at plant per ton	$4.19
Hauling cost per ton (Av. 2.5 Mi.)	0.44
Street cost per ton	0.55
Traffic cost per ton	0.12
Total	$5.30

Although production was low on the Class "B", there was very little lost time due to breakdowns or weather, and a profit of $0.20 per ton was made on this item.

The 3/4"-0" shoulder material was purchased in stockpile at the Burch plant and was loaded with a hired Hough loader; 4,149 cu. yds. were placed in 70 operating hours at an average of 59 cu. yds. per hour. Low production and a low bid price, and the contractor suffered a loss on this item. The cost was as follows:

Cost in stockpile	$1.65 per cu. yd.
Loading	0.13 " " "
Hauling (Av. 2.5 Mi.)	0.49 " " "
Street cost	0.21 " " "
Overhead and Prorateable	0.16 " " "
Total Cost	$2.64 per cu. yd.

Willamina (W. Main St.)

The average haul on the Class "B" material was 6.0 miles, and the material was placed at an average of 47 tons per hour. The 3"-0" was furnished as pit run and was delivered to Willamina by Burch at a cost of $1.40 per yard. Hauling and placing averaged only 27 yards per hour with a consequential high placing expense. As the contractor had good bid prices on the work on this section, the Willamina work shows a fair profit.

Dallas (Kilendale Ave.)

Placing of the Class "B" mix on this section required 24 hours, and an average of 49 tons was placed per hour. The hauling distance was 10.0 miles.

The contractor made a small profit on the three projects, although the work on the Yamhill River-Sale Creek Section was bid rather low. There were no weather delays and very little lost time from breakdowns.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
Oct. 19, 1951
(date)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3460	4-final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17353	R-26472	$ 750.00	Oct. 18, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Aug. 31, 1951 ACCOUNTING DIVISION

Specified Completion Date: None required

Time Extensions: Aug. 9, 1951

Completion Date: Aug. 20, 1951

Date Accepted: None of record

Penalties: None of record

Claims:

Remarks:

10-19-51

Date:

To the Accounting Division:

NOTED ON CARD

Release of the above warrant is hereby authorized.

H. B. Glaisyer
By Secretary Floyd Query

Warrant Mailed: OCT 22 1951
A. D. Wichlacz

Floyd Query
Acting Secretary

RECEIVED
SEP 21 1951
FOR FILING

September 20, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3460, for grader work and paving on the Willamina (West Main St.) Section in Yamhill County, was completed by the contractor, Porter W. Yett, on August 9 and was formally accepted by the Highway Commission on August 20, 1951.

Final payment in the amount of $750 will be released to the contractor on or after October 1, 1951. The total contract amount is $14,048.27, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

RECEIVED
SEP 10 1951
FOR FILING

September 7, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4. Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Porter W. Yett on contract No. 3460, for grader work and paving on the Willamina (W. Main St.) City Street Section in Yamhill County. This payment, in the amount of $743.55, will be made on or after September 17, 1951. The retained percentage is $750.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

NOTED ON CARD

336-1704

2460

Form E-1—8M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Willamina (West Main St) — For Week Ending Aug-11, 1951

Highway City Street — Kind of work Grade Work & Paving

Contractor Porter W. Vett — Section prefix 336-1704

Date of contract Jan-24, 1951 — Contract number 3460

Date work started July-12, 1951 — Date of completion Aug-31, 1951

Amount of contract $14877.00 — Estimated date of completion Aug-11, 1951

Estimated cost of completed project, exclusive of engineering $16736.63 — Per cent of time elapsed 90.6%

Per cent of contract completed, based on total contract price 91.8%

Engineering cost to date $1220.41, 8.2% — Date project was completed Aug-9, 1951

General information covering progress of work by party and by contractor, important development, instructions from Division Engineers, exchanges in personnel of party, etc.:

In P.M. of Aug. 7th Shoulders were constructed and ditches cleaned of trash and on Aug 9th this trash hauled off Job.

NOTED
W. LIBBY

RECEIVED
CONSTRUCTION ENGINEER

Signed Lowell E. Burt

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.30				
Miles partially completed					
Miles completed	0.30		Agg		
Total estimated quantities		2100	40	10 Ton	940
Estimated quantities moved or placed to date	Completed	1950	75	96	944
Average daily quantities					
Average daily quantities necessary to complete project on time			Complete	Complete	Complete
Number shifts per day	1				
Hours per shift	4				
Average force on project for week	13 3	Complete			

+ One truck approx ½ on drainage, approx ½ day on shoulders

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ...1....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers 10 Trucks - on subgrade, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy AM Clear PM		
Friday	"		
Saturday	"		

State Printing Dept.

RECEIVED
FEB 14 1951
FOR FILING

336-1701
3460

February 13, 1951

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3460 which was awarded to you on January 24, 1951 by the State Highway Commission, covering grader work and paving on the Willamina (West Main St.) Section in Yamhill County.

We are also sending a fully executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JAN 29 1951
FOR FILING

336-1704
3410

January 29, 1951

Mr. Sam J. Smith, City Recorder
City Hall
Willamina, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your City, a fully executed copy of an agreement between the State Highway Commission and the City of Willamina covering the improvement of West Main Street from the Salmon River Highway to the west city limits, a distance of approximately 0.27 mile, in connection with the $250,000 city allotment project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
FOR FILING

3460

January 25, 1951

Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Gentlemen:

The State Highway Commission on January 24, 1951, awarded you Contract No. 3460 for grader work and paving on the Willamina (West Main Street) Section of the State Highway in Willamina in Yamhill County. This award was based on your low bid of $14,877 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ehr
cc S. H. Probert

January 3rd, 1951
Salem, Ore

NOTED
J. W. CATTRALL

Mr. H. B. Glaisyer
O f f i c e

Dear Sir:

Herewith Check Number 6877 in the amount of $2,200.00 deposited by the City of Willamina as the city's share in the cost of the $250,000.00 City Allotment Fund project on West Main Street in that city.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Office Engineer

RHP:mm
Enc.

RECEIVED
JUN 6 1950
FOR FILING

Willamina
1903

June 2, 1950

Mr. Elmer Hodson
Willamina, Oregon

Dear Sir:

With reference to estimated cost of improvement of 1,500 feet of West Main Street, you are advised that this estimate was carefully prepared by the Engineer of the State Highway Commission.

The reason that the cost per mile is in excess of the amount of $38,000 which you noted in a recent Oregonian is as follows:

The $38,000 per mile cost is for surfacing only, which consists of a 14" rock base with a 3" asphaltic concrete pavement 22 feet wide, with three-foot rock shoulders, making a total width of 28 feet. This estimate provides for no grading.

The estimate for improvement of Main Street in Willamina includes grading and shaping of the existing street, and the depth of asphaltic concrete pavement is four inches, instead of three, as set forth in the Oregonian quotation of Mr. Baldock.

Furthermore, costs are always increased on very small projects where additional expenses are incurred in the moving in of equipment, installation of paving plants, etc., over unit costs as compared with those on large projects.

I hope this answers your inquiry satisfactorily.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

R. C. Williams
Assistant State Highway Engineer

RCW:mm

cc Mr. H. G. Smith

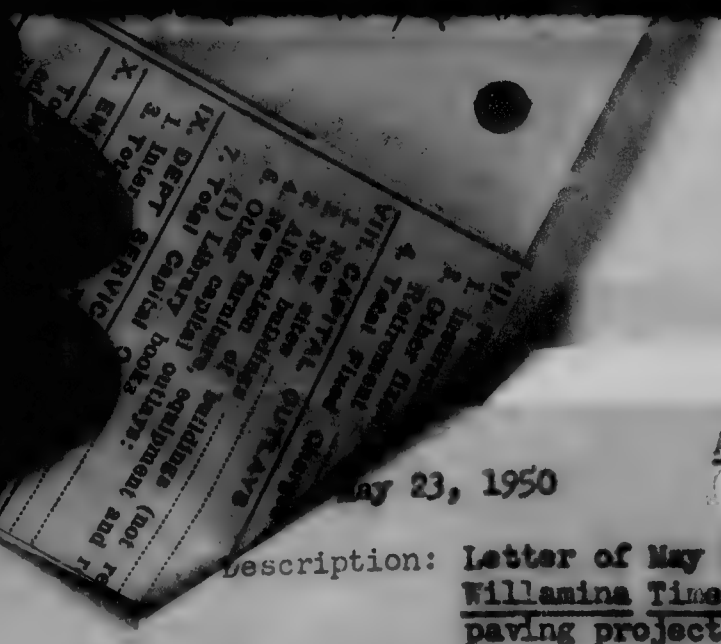
...ate Plan

City officials reported this week that following a visit here of Harold Ayers of the County and City Relations bureau which acts as consultants for the state highway commission, an alternate plan is being worked out regarding the improvement of West Main street.

Ayers reported that S. H. Baldock, commission head, will not consent to use of anything but the best type of improvement on the street, as an inferior "mix" would deteriorate too rapidly. It is suggested, therefore that a top grade surface be applied, and expense saved by paving only a 28 foot wide strip rather than the 36 feet originally planned. The problem of supplying drainage and curbs would be left up to the city, with the belief expressed that the curbs were not necessary at this time, and that the drainage can be taken care of by an approximate assessment on owners of propeity on the north side of West Main of $2 per running foot of frontag.

It is expected that Perry Beck of the street maintenance department of the city will be able to put in the drain system, which will consist of perforated tile with a top covering of gravel. About four cross drains would be placed under the street, and the railroad company will be asked to install drains under the track.

A state grant of $15,000 would leave only $1,500 of the estimated $16,500 cost of the paving to be paid by the city.



ASSIGNMENT

No. 1903

May 23, 1950

By _____

Description: Letter of May 20 from Elmer Hodson, w/clipping from Willamina Times; requests estimate of cost of city paving project in Willamina.

Acknowledged by _____ Referred to __ H. C. SMITH _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXXX Return with rough draft of reply
Please prepare for _____ signature

Assignment executed May 23-50 Report received _____

Remarks:

(gh)

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Willamina, Oregon.
May 20th 1950

Mr. R. H. Baldock
Salem Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir-

Enclosed find Clipping from the Willamina Times where-in it states it will cost $16,500 to make the improvements on 1500 ft of west Main. This would be at the rate of over $60,000 per mile.

In a recent Sunday Oregonian you stated it would cost $38,000 per mile for a 14" rock base with a 3" concrete wearing surface, for a 28' highway.

Why should this piece of work cost more than the ordinary highway?

We property owners on West Main St are puzzled at the difference in cost.

Any information will be greatly appreciated by the residents on this street.

WILLAMINA

PRELIMINARY ESTIMATE

West Main Street from Salmon River Highway to west city limits, a distance of approximately 0.27 mile.

Grade and shape street, place 8-inch base rock and rock leveling course 28 feet in width, place asphaltic concrete 4 inches in depth 22 feet in width.

Item	Unit	Unit Price	Total
Grade and shape street	0.27 mile	$ 1,000.00	$ 270.00
3"-0 in base	1425 cu. yd.	3.00	4,275.00
3/4"-0 in base and shoulders	660 cu. yd.	3.50	2,310.00
Sprinkle	60 M-gal.	3.00	180.00
Asphaltic in binder course	5 tons	50.00	250.00
Preparation of base	0.27 mile	500.00	135.00
Asphaltic concrete	850 tons	9.00	7,650.00

Estimated Construction Cost	$15,070.00
10% Engineering & Contingencies	1,507.00
Estimated Preliminary Engineering	600.00
Preliminary Estimate of Project	$17,177.00

$17,200 = Total Estimate

City to construct all required drainage.

ECA:MM
5/15/50

R E S L U T I O N .

3 - 7 - 50

BE IT HEREBY RESOLVED by the Common Council of the City of Willamina, Oregon, in regular session, that

WHEREAS, the said city has declared it's intention of making certain improvements on West Main Street from the West city limits To state Highway #18, consisting of hard surfacing said street, installing storm sewers, curb and gutter along north side of said street, and

WHEREAS , said city has publicly declared it'S intention by posting three notices in three public places within the city limits, and by publication in The Willamina Times, a weekly newspaper of general circulation, printed and published in the city of Willamina, Oregon, a notice of said intention for a period of seven days prior to a hearing called for the interested property owners along said street to appear and be heard for or against said improvement, and

WHEREAS, the State Highway Commission of the State of Oregon has prepared and placed before the said Common Council, estimates of costs and materials, and have allocated toward such costs of said improvements the sum of Fifteen Thousand Dollars, and will assume the engineering and supervision of said improvement, said difference in costs of completed project to be borne by property owners along both sides of said street, and

Whereas, no valid and reasonable protest has been placed before said Common Council against said improvements, therefore

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of said meeting and a copy be mailed to the Highway Commission of the State of Oregon.

Signed - H. H. Martin - - - - -
Mayor, City of Willamina, Oregon.

ATTEST

Sam L. Smith - - - - -
Recorder, City of Willamina, Oregon.

Councilman W. F. Eddie - - -

Filed March 7th, 1950.

RECEIVED
MAR 1 5 1950
ENGINEER
COMM.

Williamina - West Main Street from west city limits looking easterly. 11-30-49

R E S O L U T I O N

7-11-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Willamina is an incorporated city of the State of Oregon, and has a population of _____, as given by the latest official census, and

WHEREAS, the following streets of said city, _____

West Main from Highway 18 West to City Limits

"B" from Main to 4th St

First St. N., from B st. to D st.
C & D sts from Highway 18 to First St. N.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:
West Main from Highway 18 to City Limits
B St. " " " " Fourth St.
1st St. N. from B st. to D st
C & D " Highway 18 to 1st St. N.

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Willamina does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 11 day of July, 1949

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Willamina at a regular or special meeting of said council, held on the 11th day of July, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 12 day of July, 1949

Sam L. Smith
City Recorder

WILLAMINA

Scale 1"=400'

City Limits
4TH. ST.
MKT. ROAD #10
3RD.
ST.
GENTRY ST.
2ND.
1ST.
W. MAIN ST.
S.P.Co.R.R.
City Limits
SALMON RIVER
HWY.
City Limits
To Sheridan
LAUREL ST.
ASH
FIR
WALNUT
OAK
SPRUCE
MAPLE
FRANKLIN ST.
BAKER ST.
B
C
D
WATER
MAIN
YAMHILL
E
F
6
WILLAMINA RIVER
BROWN
SO. YAMHILL ST.
City Limits
City Limits
JAMES ST.
CHERRY AVE.
BRANSON
POLK ST.
YAMHILL CO.
POLK CO.
FIRST
2ND
WASHINGTON
LINCOLN
Willamina & Grand Ronde R. R.
T.6 S. R.7 W.
T.6 S. R.6 W.

30-3309 Weston Rock Production Project 1/81
on 5 state highways in the vicinity
of Weston

#3461

RECEIVED
NOV 21 1952
FOR FILING

30-8301

November 20, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a note from Rogers and Goodman, Athena, Oregon, in which they write as follows:

"Mr. Joelson's account was paid in full to us on July 17, 1952. We wish to thank you for your cooperation in this matter."

This has to do with the Rogers and Goodman claim in the sum of $42.54 filed against Oscar E. Joelson on State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County and concerning which we wrote you on July 8, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

RECEIVED
NOV 21 1952
FOR FILING

30-8309

3461

November 20, 1952

Rogers and Goodman

Athena, Oregon

Gentlemen:

We wish to thank you for your note on our letter of November 5 advising that Mr. Joelson's account with you was paid in full on July 17, 1952.

This has to do with your claim in the sum of $42.54 against State Highway Contract No. 3461.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON BOOK
11-20-52, gc

REVISED 2-52

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer

W. C. WILLIAMS
1st Asst. State Hwy. Engr.

W. W. STIFFLER
2nd Asst. State Hwy. Engr.

C. W. ENFIELD
Chief Counsel

November 5, 1952

Rogers and Goodman

Athena, Oregon

Gentlemen:

The State Highway is now ready to make final payment to Mr. Oscar E. Joelson on State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County; however, our records show that you have a claim against the contractor in the sum of $42.54. Will you please advise if this claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Gentlemen;

Mr. Joelsons account was paid in full to us on July 1, 1952. We wish to thank you for your cooperation in this matter.

Very truly yours

Rogers and Goodman

By

NOTED ON CARD

11-17-52

RECEIVED
FOR FILING
30-2301
3461

November 5, 1952

Rogers and Goodman

Athena, Oregon

Gentlemen:

The State Highway is now ready to make final payment to Mr. Oscar E. Joelson on State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County; however, our records show that you have a claim against the contractor in the sum of $42.54. Will you please advise if this claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

RECEIVED
FOR FILING
30-8307
(CONTRACT NO.)
346

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 31, 1952

(EST. NO.)	(CONTRACTOR)
6 & 7 Final	Oscar E. Joelson

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20346	R-52909	$ 655.56	10/30/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: to Nov. 30, 1951 with penalty

Completion Date: Nov. 30, 1951

Date Accepted: April 21, 1952

Penalties: Time Extension Penalty was assessed 4-21-52

Claims: None outstanding of record

Remarks:

Date: 11-21-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 24 1952 to Great Amer. Ind. Co
c/o Alexander

NOTED ON CARD

IVED
1952
FILING

3461

Mrs Lewis

July 9, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Rogers and Goodman against Oscar E. Joelson. This claim, in the amount of $42.54, is for miscellaneous hardware furnished to the contractor on State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County. We previously notified you concerning this claim on June 9, 1952.

The above information is furnished as the Great American Indemnity Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

NOTED ON CARD

ROGERS & GOODMAN

M. W. Hansell - B. W. Hansell - E. C. Miley - Trustees

A Mercantile Trust - General Hardware

R and G
International Machinery - Shell Oil Company Distributors (Shell)
ATHENA, OREGON

July 3, 1952

To: Robert S. Farrell, Jr.
Secretary of State
Salem, Oregon

Notice is hereby given the undersigned Rogers and Goodman, Athena, Oregon has a claim for miscellaneous hardware, an itemized list of which has been furnished both O. E. Joelson and the Great American Indemnity Company, in the sum of $42.54 against the bond taken from O. E. Joelson and the Great American Indemnity Company for the work specified on State Highway Contract No. 3461 in the Weston section of Umatilla County.

ROGERS AND GOODMAN

By B. W. HANSELL
B. W. Hansell, Trustee

Endorsed:
FILE NO. 3343
FILED JUL. 7 - 1952
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JUL 11 1952
FOR FILING

July 9, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Attention: E. Libby, Clerk
Filing Department

Dear Sir:

This is to acknowledge receipt of your letter of July 8th to which was attached three copies of a claim filed with your office by Rogers and Goodman against O. E. Joelson in the sum of $42.54 for materials furnished on State Highway Contract No. 3461, your file No. 3343

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 8, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We received and filed as of July 7th, a notice of claim by Rogers and Goodman for materials furnished in the sum of $42.54, against the bond taken from O. E. Joelson, principal, and Great American Indemnity Company, surety for work on State Highway Contract No. 3461 in Umatilla County. Our file No. 3343.

Three copies of the claim are enclosed and it will be appreciated if you will acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

BY E. Libby
Clerk, Filing Dept.

N:FL

ENC. 3

RECEIVED

COPY TO Mr. H. B. Gleisyer

RECEIVED
FOR FILING

COPY FROM
Great American
Indemnity Company
New York
409 FAILING BUILDING
PORTLAND, OREGON

June 17th, 1952

NOTED
F. QUERY

Messrs and Gentlemen
Athena, Oregon

Gentlemen:

Mr. H. B. Gleisyer, Secretary of the Oregon State Highway Department, has advised us that you have made a claim against Mr. Oscar E. Joelson in the amount of $2.54 and that this sum is allegedly based on the sale and delivery of hardware and similar supplies furnished Mr. Joelson while he was engaged in a rock crushing project at Hilton, Oregon.

In order that your claim may have proper attention, we ask that you please supply us with invoices covering the purchases.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

RECEIVED

RECEIVED
JUN 11 1952
FOR FILING

June 9, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Rogers and Goodman, Athena, Oregon, in which they make claim against C. E. Joelson in the sum of $42.54. Their claim is for hardware and similar supplies furnished to Mr. Joelson during August, September and October, 1951, while he was engaged in crushing rock at Weston.

The job to which they refer is undoubtedly Highway Contract No. 3461 awarded to Oscar E. Joelson for rock production on the Weston Section in Umatilla County.

This information is furnished inasmuch as your Company provided the performance bond for the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

NOTED ON CARD
6-9-52

RECEIVED
JUN 9 1952
FOR FILING

June 9, 1952

Rogers and Goodman
Athena, Oregon

Gentlemen:

We have your letter of June 6 concerning your claim of $42.54 against Mr. O. E. Joelson for supplies furnished to him while he was crushing rock at Weston.

State Highway Contract No. 3461 was awarded to Mr. Joelson for rock production on the Weston Section in Umatilla County on January 25, 1951. The work was completed November 30, 1951, and accepted by the Commission April 21, 1952. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond on this contract.

The State does not make payments direct to claimants as the State does not attempt to determine the validity of claims. The bond provided, however, assures completion of the job and payment of bills incurred in connection therewith.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted on our record for this contract and we will also advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ROGERS & GOODMAN
M W. HANSELL • B. W. HANSELL • E. C. MILEY • TRUSTEES
A Mercantile Trust · General Hardware
INTERNATIONAL MACHINERY • SHELL OIL COMPANY DISTRIBUTORS ATHENA. OREGON

June 6, 1952

3461

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We wish to thank you for your letter of June 5 concerning our claim amounting to $42.50 against O. E. Joelson. This is to advise you that this bill covers hardware and similar supplies furnished to Mr. Joelson during the months of August, September and October, 1951 when he was engaged in crushing rock at Weston, Oregon. We are certain that Mr. Joelson used this hardware and these supplies in his operation. Anything that you can do to assist us in collecting this money will be appreciated. On your suggestion, we are sending a copy of this letter to Mr. Joelson's surety.

Very truly yours,

ROGERS AND GOODMAN

By B. W. Hansell

cc: Great American Indemnity Co.
c/o Wells-Reed Insurance Agency
412 Failing Blg.
Portland 4, Oregon

RECEIVED
MAY 16 1952
FOR FILING

May 15, 1952

Great American Indemnity Company
409 Failing Building
Portland, Oregon

Attention: W. H. Gardner, Superintendent

Gentlemen:

We have your letter of May 13 concerning final payment to Oscar E. Joelson on our contract No. 3461 for rock production on the Weston Section in Umatilla County.

Concerning an explanation of the haul adjustment of $249.95 in favor of the State, we can state that the final estimate showed plus quantities payable to Mr. Joelson for crushed rock in the amount of $1,409.40 and a haul adjustment in favor of the State in the amount of $1,659.35. The contract on which Mr. Joelson bid, as is true with most rock production contracts, consisted of a lump sum bid for each size of rock based on an assumption of a certain length of haul. On this job it so happened that a large quantity of rock was placed at a location closer to the crushing site than anticipated; hence, the haul adjustment in favor of the State. If the haul had been longer than contemplated in the contract, the adjustment, naturally, would have been in favor of the contractor.

It is with sincere regret that we find Mr. Joelson in his present financial situation, but it is rather doubtful if any action can be taken to alleviate the present penalty imposed. In this particular case the Commission did not assess the full amount of engineering costs due to the over-run but only half. Mr. Joelson has already made protest and has been advised by the Engineer that no relief could be granted; however, your letter will be forwarded to the Engineer for his information and any further action he sees fit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. R. H. Baldock

Contract 3461 - Umatilla

Final est. 4-30-52

3/4-1/2 crack in S.P.	1050.92	
1/2-1/4 " "	265.72	
1/4-10 " "	78.26	
1/2-10 " "	14.50	1409.40
SP haul adj in favor of state	-1659.35	($10^{\text{¢}}$ per mi)

energy costs due to failure to complete in time (1/2 of 1255.34) — 627.67

— 877.62

Rock prices are bid at a price per C.Y. figured to a certain stock pile location.
In this job Mr. Jackson delivered a large quantity of rock to a closer site than anticipated in the Contract — hence the adjustment.

1659.35
1409.40
249.95

GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN.
VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
400 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK
VICE-PRESIDENT

GEORGE E. KELLY
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

May 13th, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Thank you very much for your letter of May 9, 1952 addressed to me in connection with Oscar Joelson's contract No. 3461 covering the Weston Rock Production Project.

Prior to receiving your letter I had an opportunity to confer with Mr. Joelson about this case and as you might well imagine, Mr. Joelson was considerably agitated and disturbed by the "engineering cost" assessed against this job. Mr. Joelson informs me that it was not entirely his fault that he was delayed in starting the Weston Project. On the other hand I can readily recognize that neither was it the State's fault that he was delayed, but he has met with some severe financial reverses on the Weston Job and on the job which preceded it and is actually struggling for existence. We have cooperated with Mr. Joelson to the fullest possible extent in an endeavor to keep him going and in view of the fact that rock crushers are apparently becoming scarcer and scarcer with the passing of time, we are wondering if it might not be possible for the Commission to review this matter and to treat Mr. Joelson with some compassion in his time of trouble.

I do not know how you arrive at the figures you quote and I am wondering if, without inconveniencing yourself too much, you can advise me about the "haul" item and why an adjustment of $249.95 in favor of the State "was required".

If Mr. Joelson were in a liquid condition and not in the predicament in which we find him, I would not under any circumstances be addressing this letter to you, but this

item of $877.62 is large to him and might present an obstacle to him which he can not surmount.

It is this writer's personal conviction that Mr. Joelson is honest, sincere and very hard working and merits any consideration you and the Commission can extend to him.

Respectfully yours,

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

May 13, 1952

Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

Dear Sir:

Your letter to Mr. Glaisyer in which you contest excess engineering costs on the Weston Rock Production Project has been referred to me.

Mr. Joelson, your failure to complete this particular project on time caused unnecessary expense to the State Highway Commission, in that maintenance work for which this rock was intended had to be deferred for a year's time. The total of your engineering costs after your time limit had expired was $1,255.34, and the Highway Commission assessed only half of this penalty against you. The Highway Commission was extremely liberal in this action.

I am returning the final estimate data with the request that you sign and return to this office. In the event you do not elect to accept the final estimate as prepared it will mean that we will be unable to pay to you the remaining $655.56 which is still due you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. Macleon
Mr. Pinkert

May 9, 1952

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have your final estimate on Contract No. 3461, and I feel like the State is taking advantage of me when I am down. You have charged $627.67 engineering costs. You know I got in trouble on the job I was doing for the Bureau of Public Roads before I started this Weston job, and I had some trouble on the Weston job getting trucks. I am struggling to keep in business, and I think that the State should pay me the entire retainage and not make any engineering charge at all on the Weston job or on the La Pine job which I am crushing now. I respectfully ask for your cooperation and consideration.

In the future I intend not to take on more work than I can do and will stick to the completion schedule as closely as I possibly can on all jobs that I bid.

Yours very truly,

Oscar E. Joelson

REFERRED TO
BY SECRETARY

RECEIVED
MAY 12
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1952
FOR FILING

Mrs Lewis

May 15, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter dated May 14 from Baker and Parker, attorneys in Hood River, in which they write as follows:

"Our client, English & Company, reliably inform us that they have received the sum of $3,192.86 in full and final payment of all amounts due to them from Oscar E. Joelson in connection with supplies and services rendered on his contract No. 3461, known as the Weston section of the State Highway in Umatilla County. . . "

We provide this information as your Company appears as surety on the State Highway Contract No. 3461.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

NOTED ON CARD
5-15-52, gl

RECEIVED
MAY 16 1952
FOR FILING

May 15, 1952

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

Thank you very kindly for your letter of May 14 advising us that your client, English and Company, have received $3,192.86 in full payment of all amounts due from Oscar E. Joelson in connection with State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County.

We will pass this information along to the surety and the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
5-15-52, g

TELEPHONE 4404

LAW OFFICES OF

BAKER AND PARKER

PYTHIAN BUILDING

HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

May 14, 1952

State Highway Commission
State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer,
Secretary

Gentlemen:

Our client, English & Company, reliably inform us that they have received the sum of $3,192.86 in full and final payment of all amounts due to them from Oscar E. Joelson in connection with supplies and services rendered on his contract No. 3461, known as the Weston section of the State Highway in Umatilla County.

I am sending you this letter knowing that you will use it as the basis for a release of the final payment to the contractor.

Should you wish any release from Mr. English on his claim please advise us.

Sincerely yours,

Vawter Parker

VP:mr

RECEIVED
BY SECRETARY

5-13-52

RECEIVED
MAY 12 1952
FOR FILING

3461

May 9, 1952

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

Reply is made to your letter of May 7, 1952 concerning Oscar Joelson's Contract No. 3461 covering the Weston Rock Production Project in Umatilla County.

In my letter of May 6, 1952, I mentioned that final payment to Mr. Joelson would be in the amount of $655.56 which amount would be released when outstanding claims on record in this office had been satisfied. The amount is correct. The reason it does not correspond with the amount of $1,533.18 mentioned in my letter of December 17, 1951 is easily explained. Subsequent to my said letter of December 17, 1951, the final estimate covering the job was computed by the Engineering Department and it was found in checking the "haul" item, that adjustment of $249.95 in favor of the State was required. Mr. Joelson, in the minds of the State Highway Engineer and the State Highway Commission did not pursue this project satisfactorily ~~and~~ that he did not commence construction until only a short time before the time limit for completion expired. This caused considerable confusion in our maintenance organization because the materials that were to be furnished by Mr. Joelson were needed early in the maintenance program. As it was, the schedule of the maintenance crew had to be rearranged and this caused the State considerable expense. In view of the circumstances, the Highway Commission penalized Mr. Joelson for one-half of the cost of engineering supervision incurred on the job subsequent to the specified time of completion. This amounted to $627.67. Adding to this $249.95 covering the "haul" adjustment, gives a total of $877.62. If you will subtract that from $1,533.18, you will arrive at an amount of $655.56 which is the amount of the final payment as stated to you in my letter of May 6.

The State Highway Department therefore did not overlook or disregard the instructions contained in your letter of March 14, 1952

GUSTAV F. MICHELBACHER.
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN.
VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American Indemnity Company New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

May 7, 1952

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowldge receipt of your letter of May 6, 1952 addressed to this company in connection with State Highway Contract No. 3461 covering rock production on the Weston section of five state highways in Umatilla County.

We note your statement in the second paragraph of the letter in which you say "Final payment in the amount of $655.56 will be released etc.", but in your letter of December 17, 1951, addressed to us, you advised us that there was a retained percentage held by you in the amount of $1,533.18. On March 14, 1952, I addressed a letter to you requesting that no remittances be made without our approval, and enclosed with my letter a carbon copy which you approved and returned to us, and in that letter I referred to the sum of $1,533.18. I am wondering if the amount of $655.56 is an error or how you arrive at it.

Your early advice will be much appreciated.

Very truly yours,

W. H. Gardner, Supt.
Oregon Claim Dept.

WHG/lb

REFERRED TO
Guernsey
BY SECRETARY
for me this matter

ANSWERED
H B GLAISYER

Ident 3461 Oscar E. Jolson

Dec 17, 1951 Certificate to release to Jolson
$2,293.32. Retained % reduced to 3% re $1533.18

May 6, 1952 Notice that final payment to be made for $655.56 when claim is satisfied.

(When final estimate was Completed and all adjustments made the retained amount of 1533.18 was reduced to 655.56 by reason of the following:

1/2 of engineering Costs because of time overruns	627.67
Haul adjustment in favor of state (net)	249.95
	877.62

1533.18 − 877.62 = $655.56

7Q

RECEIVED
[illegible] 1952
FOR FILING

May 9, 1952

Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 21, 1952, had under discussion your request for an extension of time of 122 days, from July 31 to November 30, 1951, within which to complete your contract No. 3461 for rock production on the Weston Section of five State highways, Umatilla County.

The Highway Commission granted your request with the provision that you be assessed 50 per cent of the engineering costs incurred for the period subsequent to July 31, 1951, which amounts to $627.67, as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
[illegible]

RECEIVED
FOR FILING

3461

May 9, 1952

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

Thanks a lot for your letter of May 8 advising that you have satisfied all of the claims on record against Mr. Oscar Joelson in connection with his Contract No. 3461 with the Highway Commission for construction of the Weston Rock Production Project, including the claim of English and Company, which was the subject of my letter to you on May 7.

We are looking forward to receiving a letter from English and Company confirming your statement that its claim has been satisfied. This will clear our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

NOTED
F. QUERY

NOTED ON CARD

RECEIVED
FOR FILING

3461

May 9, 1952

Mr. W. H. Gardner, Superintendent
Oregon Claim Department
Great American Indemnity Company
409 Failing Building
Portland, Oregon

Dear Mr. Gardner:

Thanks a lot for your letter of May 8 advising that you have satisfied all of the claims on record against Mr. Oscar Joelson in connection with his Contract No. 3461 with the Highway Commission for construction of the Weston Rock Production Project, including the claim of English and Company, which was the subject of my letter to you on May 7.

We are looking forward to receiving a letter from English and Company confirming your statement that its claim has been satisfied. This will clear our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

NOTED
F. QUERY

NOTED ON CARD

GUSTAV F MICHELBACHER.
PRESIDENT
WILLIAM J AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN.
VICE-PRESIDENT
JOHN C. EVANS.
VICE-PRESIDENT
JOHN G. LOOSE.
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM SUPERINTENDENT

May 8, 1952

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In reviewing the copy of my letter of May 7th directed to you in connection with State Highway Contract No. 3461, I discovered that I inadvertently neglected to comment about the English and Co. claim.

For your information we have satisfied all of the claims filed against Mr. Joelson and all of the unpaid bills in connection with the Weston project, Contract No. 3461. We are sending a copy of this letter to English and Co. in order that they may know that you have inquired about this account and in order that they may confirm to you our statement that we have satisfied the claim.

Yours very truly,

W. H. Gardner

W. H. Gardner, Supt.
Oregon Claim Dept.
by L.B.

WHG/lb
cc

ANSWERED
H. B. GLAISYER

RECEIVED
MAY 9 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 5 1952
FOR FILING

May 6, 1952

Baker and Parker
Pythian Bldg.
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

Will you please advise this office as to the present status of the claim filed by your client, English & Co., against Oscar E. Joelson in connection with his contract No. 3461 with the State Highway Commission.

This claim, in the amount of $3,192.86, is for materials furnished Mr. Joelson on the Weston Section of five State Highways in Umatilla County.

An early reply will be appreciated as we are ready to release final payment to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
5-1-52

RECEIVED
MAY 5 1952
FOR FILING

May 6, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3461 for rock production on the Weston Section of five state highways in Umatilla County was completed by the contractor, Oscar E. Joelson, on November 30, 1951 and was formally accepted by the Highway Commission on April 21, 1952.

Final payment in the amount of $655.56 will be released to the contractor, assigned to Great American Indemnity Co., on or after May 15, 1952, provided outstanding claim has been satisfied and this office advised. The total contract amount is $50,228.28, and no force account work was performed on the project.

There is a claim filed against this project by English & Co. for materials furnished in the amount of $3,192.86, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
APR 24 1952
FOR FILING

April 23, 1952

Great American Indemnity Company
Wells-Reed Insurance, General Agents
412 Failing Building
Portland 4, Oregon

Attention Mr. Fred C. Reed, Attorney-in-Fact

Gentlemen:

This is to acknowledge your two letters of April 21 transmitting two assignments given by Oscar E. Joelson to the Great American Indemnity Company, one being all of the monies now due or hereafter due to Mr. Joelson in connection with State Highway contract No. 3459, Lapine Rock Production Project, and the other being an assignment of the retained percentages due Mr. Joelson in connection with State Highway contract No. 3461, Weston Rock Production Project. By your letters you also consent to the assignments.

You furnished five copies of each of the above-mentioned assignments. Two are all that are required for our purposes so I am returning to you herewith the excess copies of each for such use as you have for them.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc C. H. Maison
Floyd Query

RECEIVED
4-23-52

3459
Fabric Rock Prod.
Jan 24, '51
Grand Rapids.

3461
net 90 Warren Rock Prod.
Jan 25 '51
Marjie & Brent Allen

RECEIVED
APR 21 1952
FOR FILING

April 17, 1952

Contract for extension of time
No. 3
April 21 and 22 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Oscar E. Joelson for an extension of time on Contract No. 3461, Weston Rock Production Project, from July 31, 1951 to November 30, 1951.

The contractor was very dilatory in starting work on this project. He was repeatedly requested to start work but had his crushing equipment tied up on a Bureau of Public Roads job between Pendleton and John Day. The contract was awarded January 25, 1951, and Joelson did not actually start crushing rock until in July, 1951 and his time limit expired on July 31.

He completed crushing operations on November 30, 1951, and the engineering cost during the period of the overrun was $1,255.34.

Now the total engineering costs on the project were 6.7 per cent, which is almost identical with the state-wide average for rock production projects, so that the engineering can not be considered excessive. We feel, however, that some penalty should be assessed Mr. Joelson for his failure to have the rock produced within the required time limit, which caused changes in our maintenance schedule which was planned to use the rock earlier in the summer and as a result cost us more money.

In this particular case, I recommend that Joelson be assessed 50 per cent of the engineering costs for the period of overrun, which would be $627.67.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:RHB:me

cc Mr. H. G. Smith

RECEIVED
MAR 21 1952
FOR FILING

30 - - - /
3411

March 20, 1952

Union Oil Company of California
P. O. Box 3458
Portland 8, Oregon

Attention: Mr. W. S. Newton
Credit Manager

Gentlemen:

Contract No. 3461 with Oscar E. Joelson for rock production on the Weston Section in Umatilla County was completed November 30, 1951, but to date has not been accepted by the Commission. Acceptance has been held up due to the fact that Mr. Joelson has not applied for a time extension and also because he has not moved his equipment from the job site. If these items are taken care of, it is entirely possible that the job could be accepted at the Commission meeting April 21 and 22. Approximately $1,500 is being withheld on this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Union Oil Company of California

YEON BUILDING PORTLAND 8, OREGON

March 18, 1952.

Oregon State Highway Department
Salem
Oregon

Gentlemen:

OSCAR E. JOELSON
Contract #3461

Will you please inform us if the subject contract has been accepted and if so the date of acceptance? We also would like to know if final payment has been made, and if not when and the approximate amount that will be paid. Should the contract not yet be accepted, can you give us an idea as to when acceptance will be made?

Thank you.

Yours very truly,

W S Newton

WSN:eac

Credit Manager

RECEIVED
MAR 30 1952
STATE HIGHWAY COMMISSION

FORM 401

RECEIVED
MAR 19 1952
FOR FILING

20 - - 1
3461

mrs Lewis

March 18, 1952

Mr. C. H. Maison (2)
Manager
Auditing Division
OFFICE

This note is to confirm information given you over the telephone this morning to the effect that the Great American Indemnity Company, surety on the bond furnished by Oscar Joelson in connection with his contract with the State Highway Commission No. 3461, has requested that no further sums be disbursed in connection with this contract without its specific written approval.

Will you therefore please withhold further payments in connection with this job until advised by this office.

Secretary

HBG:ja A. Query

NOTED ON CARD

RECEIVED
MAR 19 1952
FOR FILING

March 18, 1952

Great American Indemnity Company
Oregon Service Office
409 Failing Building
Portland 4, Oregon

Attention: Mr. W. H. Gardner, Claim Adjuster

Gentlemen:

In your letter of March 14, 1952, you request that no further sums be paid to contractor Oscar Joelson in connection with his contract No. 3461 with the State Highway Commission for rock production on the Weston Section of five state highways in Umatilla County without your specific written approval, because of the claims and demands that have been made upon you in connection with this job.

Instructions have been given our Auditor to make no further payments in connection with the job until further advised.

Responding to your request, I return the blue copy of your letter, which I have signed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

NOTED ON CARD
3-19-52

GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN,
VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT

GEORGE E. KELLY,
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM ADJUSTER

March 14, 1952

Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. H.B. Glaisyer

Dear Mr. Glaisyer:

On December 17, 1951 you advised this company that you were retaining the sum of $1,533.18 due to Oscar Joelson in connection with Highway contract No. 3461, covering rock production on the Weston Section of five state highways in Umatilla County.

Various claims have been filed and demands have been made upon us in connection with the job, and we ask that you do not disburse any further sums without our specific written approval.

Please acknowledge receipt of this letter by returning to us the enclosed carbon copy properly signed.

Very truly yours,
W. H. Gardner
Oregon Claim Dept.

WHG/lb
enc.
c

ANSWERED
H. B. GLAISYER

APPROVED
H. B. GLAISYER

3-14-52

RECEIVED
MAR , 1952
FOR FILING

50-8307
3461

February 28, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by H. W. English and Alyce E. English, d.b.a. English and Company, against Oscar E. Joelson for materials furnished him on State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County. The claim is in the sum of $3,192.86.

We provide this information as your Company appears as surety on the bond furnished with Contract 3461.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

H. W. ENGLISH and ALYCE E. ENGLISH doing business as ENGLISH AND COMPANY,	)	
Claimants,	)	No. 3461
vs.	)	NOTICE OF CLAIM
OSCAR E. JOELSON,	)	
Defendant....	)	

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON., and the OREGON STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned, a co-partnership composed of H. W. ENGLISH and ALICE E. ENGLISH doing business as ENGLISH AND COMPANY, of 1516 Taylor Street, Hood River, Oregon, have a claim for materials furnished to the defendant, OSCAR E. JOELSON, in the sum of THREE THOUSAND ONE HUNDRED NINETY TWO DOLLARS and 86/100 ($3,192.86) against the bond taken from OSCAR E. JOELSON as principal, and the GREAT AMERICAN INDEMNITY COMPANY, as surety, for the work of furnishing materials on the Oregon State Highway Commission job No. 3461 for rock production on the Weston section in Umatilla County, Oregon. There are attached herewith itemized claim for the service rendered marked exhibit A and by reference made a part of this notice the same as if fully set out herein.

Dated this 11 day of February, 1952.

ENGLISH AND COMPANY

By H. W. English

STATE OF OREGON)
(ss.
County of Hood River)

11 February, 1952.

Personally appeared the above named H. W. English who being duly sworn did say that he is a member of the firm of English and Company and that he executed the foregoing instrument by authority of and on behalf of said firm and that he acknowledged the foregoing instrument to be the free act and deed of said firm. (a co-partnership). Before me:

(Notarial Seal)
(SEAL)

[illegible]
Notary Public for Oregon
My commission expires: March 7, 1954.

H. W. ENGLISH and ALYCE E. ENGLISH)
doing business as ENGLISH AND COMPANY,)
) NO. 3461
Claimants,)
) NOTICE OF CLAIM
vs.) EXHIBIT A
)
OSCAR E. JOELSON,)
)
Defendant.)

The following is an itemized list of materials furnished in the form of powder and blasting accessories on the Weston job for OSCAR E. JOELSON, together with a credit for materials subsequently moved to another job:

April 24, 1951

250	#6 - 24 Ft.	$ 65.38
1000	#S Gel. 40	195.00
1000	# RCB #4	170.00

May 1, 1951.

6000# RCB #4	1,020.00
500# S. Gel. 60%	103.75
2 - 1" x 24" Tampers	7.00

June 6, 1951.

11500# RCB #4	1,955.00
100# S. Gel. 60%	20.75
150 #6 - 24 ft. E.B.C.	39.23
2# blasting wire	2.50
TOTAL of deliveries to Weston	3,578.61
CREDIT transferred to Mt. Vernon job	385.75
TOTAL	$3,192.86

H. W. ENGLISH

ENDORSED.
FILE NO. 3328
FILED FEB. 18, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 1952
FOR FILING

50-F-1
3461

COPY

February 28, 1952

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of February 18 to which was attached: 1) Three copies of a claim by H. W. English against Allen E. Sackett and Berke Brothers on State Highway Contract No. 3448 in the sum of $2,092.09; 2) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Oscar E. Joelson in the sum of $3,192.86 on Contract No. 3461; and 3) Three copies of a claim by H. W. English and Alyce E. English, d.b.a. English and Company, against Allen E. Sackett and Berke Brothers on Contract 3448 in the amount of $8,364.95.

Respectively, these claims bear your file Nos. 3327, 3328 and 3329.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

Return Sackett & Berke contract 3448 for
Earl T Newbry
2-18-52

COPY

RECEIVED
FOR FILING
GUSTAV F. MICHELBACHER
PRESIDENT
WILLIAM J. AHEARN.
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN.
VICE-PRESIDENT
JOHN C EVANS.
VICE-PRESIDENT
JOHN G. LOOSE
VICE-PRESIDENT
J. M. RIEG
SPECIAL AGENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK.
VICE-PRESIDENT

GEORGE E. KELLY.
SECRETARY

W. H. GARDNER
CLAIM ADJUSTER

February 15th, 1952

Oregon State Highway Department
Capitol Building
Salem, Oregon

Attention- Mr. Glaisyer

Re- Contract No. 3461
Oscar E. Joelson

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of February 13th, 1952 notifying us that you have received a claim submitted by Baker and Parker, attorneys, in behalf of their client, English & Co.

Very truly yours,

W. H. Gardner, Manager
Oregon Claim Department

WHG/B

RECEIVED
FEB 16 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1 1952
FOR FILING

February 13, 1952

Baker and Parker
Pythian Building
Hood River, Oregon

Attention: Mr. Vawter Parker

Gentlemen:

We have your letter of February 11 to which was attached copies of three different claims:

1. Claim of H. W. English against Berke Bros. and Allen E. Sackett for $2,092.09 on Contract 3448.

2. Claim of English and Company against Berke Bros. and Allen E. Sackett in the sum of $8,365.95 on the same contract.

3. Claim of English and Company against Oscar E. Joelson in the sum of $3,192.86 on Contract 3461.

We note that the Notice of Claim form is addressed to the Secretary of State and to the Oregon State Highway Commission. We are assuming that a copy has been sent to the Secretary of State for filing with that office, so we are retaining the copies attached to your letter.

These claims will be noted in our contract records and we will advise the contractors and the sureties that they have been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

TELEPHONE 4404

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

February 11, 1952

REGISTERED MAIL
RETURN RECEIPT

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: English and Company

Gentlemen:

For H. W. English we are enclosing the following claims:

1. Claim of H. W. English against Berke Bros. and Allen E. Sackett for $2.092.09 for hauling equipment.
2. Claim of English and Company against Berke Bros. and Allen E. Sackett for powder and blasting accessories furnished to Allen E. Sackett in the amount of $8,365.95.
3. Claim of English and Company against Oscar E. Joelson for powder and blasting accessories furnished to Oscar E. Joelson on the Weston rock furnishing job.

Would you please acknowledge receipt of these claims.

Sincerely yours,

Vawter Parker

VP:mr
Encls. 3

REFERRED TO
BY SECRETARY

prepare usual letter

February 13, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received today a claim submitted by Baker and Parker, Hood River attorneys, against Mr. Oscar E. Joelson. This claim is by English and Company for powder and blasting supplies furnished to Mr. Joelson on the Weston rock production project in Umatilla County, known as State Highway Contract No. 3461.

We furnish this information to your Company inasmuch as it appears as surety on the performance bond furnished with Contract 3461.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

FILED ON BOARD

H. W. ENGLISH and ALYCE E. ENGLISH doing business as ENGLISH AND COMPANY,	)	
Claimants,	)	No. 3461
vs.	)	NOTICE OF CLAIM
OSCAR E. JOELSON,	)	
Defendant....	)	

TO: THE SECRETARY OF STATE FOR THE STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned, a co-partnership composed of H. W. ENGLISH and ALYCE E. ENGLISH doing business as ENGLISH AND COMPANY, of 1516 Taylor Street, Hood River, Oregon, have a claim for materials furnished to the defendant, OSCAR E. JOELSON, in the sum of THREE THOUSAND ONE HUNDRED NINETY TWO DOLLARS and 86/100 ($3,192.86) against the bond taken from OSCAR E. JOELSON as principal, and the GREAT AMERICAN INDEMNITY COMPANY, as surety, for the work of furnishing materials on the Oregon State Highway Commission job No. 3461 for rock production on the Weston section in Umatilla County, Oregon. There are attached herewith itemized claim for the service rendered marked exhibit A and by reference made a part of this notice the same as if fully set out herein.

Dated this 11th day of February, 1952.

ENGLISH AND COMPANY

By H. W. English

STATE OF OREGON)
(ss.
County of Hood River) 11 February, 1952.

Personally appeared the above named H. W. ENGLISH who being duly sworn did say that he is a member of the firm of English and Company and that he executed the foregoing instrument by authority of and on behalf of said firm and that he acknowledged the foregoing instrument to be the free act and deed of said firm. (a co-partnership). Before me:

W. Lawrence Parker
Notary Public for Oregon
My commission expires: March 7, 1954.

(SEAL)

H. W. ENGLISH and ALYCE E. ENGLISH doing business as ENGLISH AND COMPANY,

Claimants,

vs.

OSCAR E. JOELSON,

Defendant.....

No. 3461

NOTICE OF CLAIM
EXHIBIT A

The following is an itemized list of materials furnished in the form of powder and blasting accessories on the Weston job for OSCAR E. JOELSON, together with a credit for materials subsequently moved to another job:

April 24, 1951

250	#6 - 24 ft.	$ 65.38
1000	#S Gel. 40	195.00
1000	# RCB #4	170.00

May 1, 1951.

6000#	RCB #4	1,020.00
500#	S. Gel. 60%	103.75
2 - 1" x 24"	Tampers	7.00

June 6, 1951.

11500#	RCB #4	1,955.00
100#	S. Gel. 60%	20.75
150	#6 - 24 ft. E.B.C.....	39.23
2#	blasting wire	2.50
TOTAL of deliveries to Weston		3,578.61
CREDIT transferred to Mt. Vernon job		385.75
TOTAL		$ 3,192.86

H. W. English

RECEIVED
DEC. 1951
FOR FILING

December 17, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Oscar E. Joelson a portion of the funds heretofore retained by the Commission in connection with contract No. 3461, covering rock production on the Weston Section of five state highways in Umatilla County.

This payment, which is in the amount of $2,293.32, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,533.18. The present payment will be released on or after December 27, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

...retary

gl

Form E-1—10M—7-50

30 - 8307

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report #30

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 1, 1951

Section Weston Rock Production — Kind of work Rock Production

Highway Five State Highways — Section prefix 30-8309

Contractor Oscar E. Joelson — Contract number 3461

Date of contract January 20, 1951 — Date of completion July 31, 1951

Date work started April 20, 1951 — Estimated date of completion November 30, 1951

Amount of contract . . . . . $51,020.00 — Per cent of time elapsed 165.4 %

Estimated cost of completed project, exclusive of engineering $53,315.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $2819.69, 69.0 % — Date project was completed Nov. 30, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor finished shaping up piles November 30th. and finished all other work.

NOTED
H. G. SMITH

RECEIVED
DEC 3 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed W. L. Hoyt

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			19,700		
Estimated quantities moved or placed to date			19,700		
Average daily quantities			250		
Average daily quantities necessary to complete project on time			Time was up July 31		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			6		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers .....1....., Sheep-foot rollers ....., Cat . . ..1....., Trucks .....3....., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair-windy		
Tuesday	Cloudy		
Wednesday	Fair-warm		
Thursday	Rain		
Friday	Cloudy		
Saturday	Rain		

State Printing Dept. 41606

RECEIVED
NOV 19 51
FOR FILING

October 17, 1951

Baker and Parker
Phythian Building
Hood River, Oregon

Attention: Vawter Parker

Gentlemen:

Oscar E. Joelson was awarded State Highway Contract No. 3461 for rock production on the Weston Section in Umatilla County. Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, provided the performance bond for this contract. It is expected that the job will be completed about November 1.

This is in reply to your letter of October 16 requesting the above information.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

FAQ:md

TELEPHONE 1831

LAW OFFICES OF
BAKER AND PARKER
PYTHIAN BUILDING
HOOD RIVER, OREGON

JOHN BAKER
VAWTER PARKER

October 16, 1951

3461

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Could you give us the names of the contractors, the names of the Bonding company and the completion of the Weston job in Umatilla County in the summer of 1951.

We represent Harry English of Hood River, Oregon, who is the Du Pont explosives agent for this area. He has delivered powder on this job which has not been paid and we are interested in securing payment.

Sincerely yours,

Vawter Parker

VP:mr

RECEIVED
1951
FOR FILING

3461

Salem, Oregon
July 10, 1951

Mr. R. H. Baldock

In the matter of failure of Oscar Joelson, contractor on the Weston Rock Production project, to crush rock as called for, I am advised by Division Engineer Chidsey that he shot the quarry during the latter part of June and has his bunkers installed. He is supposed to be moving his crushing plant this week from a Bureau job which he has on the Pendleton-John Day Highway at Beech Creek north of John Day. He has been crushing on this Bureau job ever since last fall, and I am unable to find out why he has been so long delayed.

Mr. Chidsey is going today to John Day to get first hand information from the contractor and will advise me when he will move his crushing plant to the Weston Rock Production project and when crushing of rock will start.

It seems to me that we are going to have to hold a tighter check on these smaller contractors and not award jobs to them if they have work underway to the extent that considerable delay will result in starting work on state jobs.

I will give you additional information on Joelson as soon as I can get it from Chidsey.

W. C. Williams

WCW:me

Salem, Oregon
July 9, 1951

Mr. W. C. Williams

Mr. Reynolds advised me this morning that Oscar E. Joelson, contractor on the Weston Rock Production Project, Contract No. 3461, which was let on January 25, 1951, has never showed up. The Standard Asphalt Paving Company, contractor for reoiling the Weston Section, Contract No. 3502, which was let on April 13, 1951, can do no work though the contractor should be oiling now. Please check into this matter at once and give me a written report on it.

I would appreciate it if you would set up a procedure wherein the division engineers would do everything they could toward getting the work under way, and, if after sixty days' time we have been unable to get the contractor to proceed, call on the surety to get in and do the job.

R. H. Baldock

RHB:hi

Hist. Proj.
Cont. 3502

RECEIVED
FOR FILING

3-23-1

341-1

February 13, 1951

Mr. Oscar E. Joelson
1743 Washington St.
Eugene, Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 3459, covering the Lapine Rock Production Project on The Dalles-California and Fremont Highways in Klamath and Deschutes Counties, awarded January 24, 1951.

Contract No. 3461, covering the Weston Rock Production Project on five state highways in Umatilla County, awarded January 25, 1951.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
FOR FILING

February 5, 1951

Mr. Oscar Joelson
1743 Washington
Eugene, Oregon

Dear Sir:

I wish to call your attention to the fact that the oiling in the vicinity of Weston is predicated upon our receiving the rock from the rock production project at Weston prior to July 31.

Last year you failed to complete your maintenance material contract on time, and it interfered with our oiling so that a portion of it could not be completed. Therefore, we will insist that the rock this year be produced according to schedule.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. E. F. Chidsey

RECEIVED
FOR FILING
FORM E-20 15M 8-49 31609

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 29, 1951

SUBJECT:

To:

Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I see that Oscar E. Joelson has received the award of the Rock Production Project at Weston which contract is to furnish rock for all the state highways in that portion of Umatilla County. It is necessary that a large portion of this rock be produced in sufficient time for use in an oiling contract from Adams to Milton and 7 miles on the Weston-Elgin Highway. This oiling should be done not later than the 15th of August, especially that portion on the Weston-Elgin Highway.

The project was submitted with completion date of July 31st and it is necessary that the project be completed by that date in order that the rock will be available for our oiling contractor.

Last year Mr. Joelson had a similiar contract on the John Day Highway which was not completed in time for the contractor to do the oiling, consequently the oiling contractor is forced to complete his job this year and approximately 12 miles of the oiling done last fall is in very poor condition.

Therefore, I am asking that Mr. Joelson be informed that the rock under this contract must be out by July 31st and that he should plan his work accordingly.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
cc - H. G. Smith

RECEIVED
FOR FILING

30-8309

3461

January 25, 1951

Oscar E. Joelson
1743 Washington Street
Eugene, Oregon

Dear Mr. Joelson:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract, No. 3461, for the Weston Rock Production Project on five state highways in the vicinity of Weston, Umatilla County. This award was based on your low bid of $51,020.00 submitted on January 23, 1951.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - H. G. Smith
Goldie Lewis
S. H. Probart
L. R. White

get engineer

3 C

IC SERVICE
...class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 25, 1951
1:00 p.m.

OSCAR E. JOELSON
1743 Harrington
Eugene, Oregon

State Highway Commission awarded you today contract for Weston Rock Production in Umatilla County, based on your low bid submitted January 23. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

S-5(2) Coos River Bridge 1951

13462

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission at its meeting held on December 10, 1953 had under discussion your request for an extension of time from February 1 to September 11, 1953 within which to complete your contract No. 3162, covering the Coos River Bridge on the Coos River Secondary Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

K. M. Ash,
Resident Engineer

C. S. Paxson,
Asst. State Highway Engineer

RECEIVED
FOR FILING

S-5(2)

3412

November 3, 1953

Request for extension of time
No. 2
December 10 and 11 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Coos River Bridge
Contract 3412

Herewith a request from Tom Lilleto, contractor for the Coos River Bridge in Coos County, for a third extension of time from February 1 to September 11, 1953, in which to complete the work on this contract.

All work on the project with the exception of painting structural steel and the final adjustment of the operating machinery was completed in the fall of 1952. The bridge was opened to traffic on November 10, 1952. A delay in the delivery of the operating machinery and its installation required that the completion of the structural steel painting be postponed until suitable weather in 1953.

There has been no inconvenience to the public, nor has there been any additional engineering cost on account of delay in completing the contract. It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

CSP:gn

OREGON STATE HIGHWAY DEPARTMENT

(date)

October 9, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
~~3162~~	27 - Final	Tom Lillebo	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
~~19717~~	R-77896	$ 41,878.71	10/8/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1952

Time Extensions: To Sep. 11, 1953 without penalty

Completion Date: Sep. 11, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-26-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 29 1953
FOR FILING

3-1(1)
1941

September 28, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3462 for work performed on the Coos River Bridge on the Coos River Secondary Highway, Coos County, was completed September 11, 1953 by the contractor, Tom Lillebo, but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $41,878.71 will be released to the contractor after acceptance by the Commission. The total contract amount is $551,718.95, of which amount $283.44 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
2-25-53

RECEIVED
FOR FILING
5-2-(1)

December 12, 1952

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 94 days, from October 29, 1952 to and including February 1, 1953, within which to complete your contract No. 3462 for constructing Coos River drawbridge on the Coos River Secondary Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

E. H. Ash,
Resident Engineer

O. S. Pearson,
Bridge Engineer

RECEIVED
FOR FILING

3-F(2)

November 19, 1952

Request for extension of time
No. 19
November 24-25 meeting.

State Highway Commission

Gentlemen:

Re: Coos River Bridge
Contract 3A/9
Tom Lillebo, Contractor

Herewith request for an extension of time from Tom Lillebo, contractor for the construction of the Coos River drawbridge on the Coos River Lacombery Highway in Coos County, from October 29, 1952 to and including February 1, 1953, for the completion of the work on this project.

This contract was previously extended to and including October 29, 1952, because of delay in the delivery of structural steel, electrical equipment and mechanical equipment. The project is now complete with the exception of some of the electrical equipment which has not yet been delivered by the manufacturer. The bridge was opened to traffic on November 10, 1952.

In view of these conditions it is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
SEP 9 1952
FOR FILING

September 8, 1952

Mr. Tom Lillebo
Coosaport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 90 days, from July 31 to October 29, 1952, within which to complete your contract No. 3462 for constructing Coos River Bridge on the Coos River Secondary Highway in Coos County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

EI

cc: Tom Edwards,
Division Engineer

E. H. Ash,
Resident Engineer

G. S. Paxson
Bridge Engineer

NOTED ON CARD

RECEIVED
AUG 1 5 1952
FOR FILING

346.2

August 6, 1952

Request for extension of time
No. 7
August 18 and 19 meeting.

State Highway Commission

Gentlemen:

Re: Coos River Bridge
Contract No. 346
Tom Lillebo, Contractor

Herewith request for an extension of time from July 31, 1952 to and including October 20, 1952, for the completion of the work on this project.

The electric motors which are to operate this structure were ordered from the Westinghouse Electric Company, but there manufacture was delayed due to a prolonged strike in the Westinghouse plants. The motors have now been delivered, and the installation of the machinery is proceeding. It is recommended that the extension be granted without penalty to the contractor. The concurrence of the Bureau of Public Roads in this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
FOR FILING
OREGON DISTRICT

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: NPA directive, Case No. E-17105
Coos River Bridge, Project S-5(2)

Dear Sir:

Reference is made to your letter dated March 18, 1952, above subject.

The National Production Authority on May 27, 1952 issued a directive to the Westinghouse Electric Corporation, Case No. E 17105 to ship the equipment on or before October 31, 1952.

One copy of the directive letter is attached.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

Encl.

CC - C. A. Gardner

RECEIVED
JUN 11 1952
STATE HIGHWAY COMMISSION

COPY

DEPARTMENT OF COMMERCE
National Production Authority
Washington 25

In Reply Refer to

Case No. M-17105

Westinghouse Electric Corp.
1625 K St., N.W.
Washington, D. C.

Attention: K. F. Dussinger

Gentlemen:

You are hereby directed to ship on W. R. Grasle Co., Portland, Oregon purchase order 2750, your order No. 60-81926, the four (4) ten (10) horsepower, hoist type CI, frame 364 motors, 3 phase, 60 cycle, 440 volt, 1/2 hr. rated, with motor mounted type HY-83 thruster brake and one (1) complete electrical control for the lift span. This equipment must be shipped on or Before October 31, 1952.

If for any reason you are unable to comply with this directive, communicate immediately with the Electrical Equipment Division, National Production Authority, Washington, D. C., stating the reason therefor.

This directive automatically becomes invalid if the purchaser changes specifications on the above equipment.

This action is taken pursuant to section 101 of the Defense Production Act of 1950 as amended.

Very truly yours,

CLEARED ISSUANCE

MAY 27, 1952

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
L 5(2)
241.2

November 19, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Re: Oregon Project S-5(2)
Coos River Bridge
DO-J-3 rating, BPR Serial
No. D 35-122

Dear Sir:

Attached are two copies, subject rating, dated November 15, 1951 covering hoisting equipment, value $35,000 for the Coos River Bridge.

Very truly yours,

C. G. POLK
Acting District Engineer

CC - Mr. Carl Jonasson

B-1

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Division 8

Date: November 15, 1951
BPR Serial No. D 35-122
State: Oregon

Tom Lillebo
Reedsport, Oregon

Gentlemen:

HIGHWAY PROJECT IDENTIFICATION

Oregon project S-5(2), Coos River Bridge.

The DO-J-3 rating is hereby assigned to the construction schedule for the above-named highway projects. Such construction and the use of the rating is subject to the provisions of CMP Regulation 6 and all other NPA regulations and orders. The DO-J-3 rating may be used by you as required to obtain the materials (other than controlled materials) specified below to the extent of the approximate dollar values indicated:

Hoisting equipment $35,000.

(Over)

In identifying a delivery order for products or materials for the production schedule for the above-named projects, use the rating in this manner: DO-J-2 "Certified under CMP Regulation 4" and your signature and the date.

Correspondence and inquiries concerning this authorization should be addressed to the District Engineer for the Bureau of Public Roads at the following address:

Room 498, State Highway Building
Salem, Oregon

This action is taken pursuant to the Defense Production Act of 1950, DPA Program Determination, and CMP Regulation 4 relating to construction under the Controlled Materials Plan.

COMMISSIONER OF PUBLIC ROADS

By

W. E. [illegible]
Division Engineer

Nov. 12	DXX-100	DO rating for heating equipment.
Oct. 1	DXX-21	DO rating for electrical equipment.
Sept. 26	DXX-[illegible]	Fourth quarter revalidation of Symbol Plan No. 3X-7.
Sept. 23	DXX-[illegible]	Fourth quarter allotment 5% tons covering DXX-12.
Sept. 1	DXX-12	DO rating for 5% tons reinforcing.
July 20	3X-7	third quarter allotment 50 tons
July 1	3X-4	third quarter allotment 914 tons.

In identifying a delivery order for products or materials for the production schedule for the above-named projects, use the rating in this manner: DO-J-3 "Certified under CMP Regulation 6" and your signature and the date.

Correspondence and inquiries concerning this authorization should be addressed to the District Engineer for the Bureau of Public Roads at the following address:

Room 408, State Highway Building
Salem, Oregon

This action is taken pursuant to the Defense Production Act of 1950, DPA Program Determination, and CMP Regulation 6 relating to construction under the Controlled Materials Plan.

COMMISSIONER OF PUBLIC ROADS

By
W.H.LYNCH
Division Engineer

Nov. 15	D35-122	DO rating for hoisting equipment.
Oct. 3	D35-83	DO rating for electrical equipment.
Aug. 29	D35-71	fourth quarter revalidation 28 tons from No. 35-7.
Aug. 23	D35-55	fourth quarter allotment 57 tons canceling D35-35.
Aug. 3	D35-35	DO rating for 57 tons reinforcing.
July 10	35-7	third quarter allotment 50 tons
July 3	35-1	third quarter allotment 243 tons.

RECEIVED
1951
FOR FILING

August 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-5(2) Coos River Bridge - Your request for critical materials dated August 1, 1951

Dear Sir:

Attached is one copy of DO-J-3 rating, BPR Serial No. D 35-35 dated August 3, 1951 covering materials listed in subject request.

Very truly yours,

C. G. POLK
Acting District Engineer

Encl.

Original signed by C. G. Polk

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

June 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-5(2)
Coos River Bridge
Request for priority assistance,
necessary reinforcing steel

Dear Sir:

Your request for priority assistance on above materials was forwarded to Washington, recommended for approval, by the Division Office on June 18, 1951.

Very truly yours,

C. G. POLK
Acting District Engineer

By W. H. Schwiesow

W. H. SCHWIESOW
Highway Engineer

Duplicate copies sent to Mr. Paxson and Mr. Probert June 22.

RECEIVED
FOR FILING

June 14, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Portland 8, Oregon

Dear Sir:

Herewith data supporting this request for priority assistance in obtaining metal reinforcement for the Coos River Bridge on the Coos River Highway in Coos County, Oregon, Oregon S-5(2). This project is our preference number two for delivery of materials during the third quarter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

cc C. S. Pinson
C. A. Gardner

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 1, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-5(2)
Coos River Bridge

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

PR 1 (Revised 1946)

State Oregon

Federal Aid Secondary Project No. S-5(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of April, 1951,
by and between The Oregon State Highway Commission
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of October, 1949, a program, which was approved on the 5th day of December, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of January, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred seventy thousand and 00/100 dollars ($270,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1929; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 30+45.17 in the NW 1/4, Section 32, T. 25 S., R. 12 W., W.M., and survey station 40+10.83 in the SW 1/4, Section 29, T. 25 S., R. 12 W., W.M., without exception,

, length 0.183 miles, in Coos County, being Oregon Federal Aid / Secondary project No. S-5(2), consisting of 0.000 miles of roadway and one bridges, each of more than 20 feet clear span, 0.183 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred seventy thousand and 00/100 dollars ($ 270,000.00), which does not exceed the authorized Federal pro rata share of six hundred nine thousand one hundred sixty-seven and 90/100 dollars ($ 609,167.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
APR 26 1951
OREGON DIST.

found in the agree-

r first

April 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission, for the Coos River Bridge, Project No. S-5 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

April 11, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-5(2)
Coos River Bridge Section
Coos River Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encls.

April 11, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-5(2)
Coos River Bridge Section
Coos River Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
F. H. Andrews
Principal Highway Engineer

Encls.

March 28, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Coos River Bridge, Project No. S-5 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (2)

COOS RIVER BRIDGE SECTION OF THE COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 6, 1951

Type Code K436
Bridge (Sta. 30+45.17 to 40+10.83)

All Required		Shoring, Cribbing, Etc.		$ 79,000.00
1,500	cu. yds.	Structural Excavation	$ 7.00	10,500.00
20	cu. yds.	Structural Excavation Below Elevation Shown	15.00	300.00
8,800	lin. ft.	Furnish Foundation Piling	0.56	4,928.00
322	only	Drive Piles	23.00	7,406.00
540	cu. yds.	Seal Concrete	38.00	20,520.00
1,810	cu. yds.	Class "A" Concrete	63.00	114,030.00
340,000	lbs.	Metal Reinforcement	0.105	35,700.00
325,000	lbs.	Structural Carbon Steel	0.262	85,150.00
390,000	lbs.	Structural Low Alloy Steel	0.262	102,180.00
1,850	sq. ft.	Filled Steel Grid Decking	3.50	6,475.00
All Required		Machinery		42,700.00
All Required		Electrical Equipment		44,900.00
			Subtotal	$553,789.00
			10% Engr. & Cont.	55,378.90
			Total	$609,167.90

Length- - - - - - - - - - - 0.183 mile

Federal Secondary Funds- -	$270,000.00
State Funds- -	339,167.90
	$609,167.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

January 8, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change form for the Coos River Bridge, Project No. S-5 (2).

Six bid proposals and seven sets of small scale plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (2)

COOS RIVER BRIDGE SECTION OF THE

COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 5, 1951

Type Code X436
Bridge (Sta. 30+45.17 to 40+10.83)

All Required		Shoring, Cribbing, Etc.		$ 50,000.00
1,500	cu. yds.	Structural Excavation	$ 5.00	7,500.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
8,800	lin. ft.	Furnish Foundation Piling	0.60	5,280.00
322	only	Drive Piles	40.00	12,880.00
540	cu. yds.	Seal Concrete	50.00	27,000.00
1,810	cu. yds.	Class "A" Concrete	65.00	117,650.00
340,000	lbs.	Metal Reinforcement	0.12	40,800.00
325,000	lbs.	Structural Carbon Steel	0.22	71,500.00
390,000	lbs.	Structural Low Alloy Steel	0.24	93,600.00
1,850	sq. ft.	Filled Steel Grid Decking	5.00	9,250.00
All Required		Machinery		15,000.00
All Required		Electrical Equipment		40,000.00
			Subtotal	$490,660.00
			10% Engr. & Cont.	49,066.00
			Total	$539,726.00

Length- - - - - - - - - - - 0.183 mile

Federal Secondary Funds- $270,000.00
State Funds- 269,726.00

$539,726.00

COOS RIVER BRIDGE

PROJECT NO. S-5 (2)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 8, 1951

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

January 5, 1951
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Secondary Highway Program (Previous program) | (Date of approval)

COUNTY Coos | Route No. FAS 262

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	113	S-5 (2)	Crossing of Coos River at Graveyard Point	Survey-Plans					
				Right-of-Way					Bridge
				Construction	455,000	270,000	185,000		
				Total	455,000	270,000	185,000	.18	
Requested Revision	113	S-5 (2)	Same	Survey-Plans					
				Right-of-Way					Bridge
				Construction	539,726	270,000	269,726		
				Total	539,726	270,000	269,726	.183	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Overrun in cost due partially to increase in material costs and partially to preliminary estimate being too low.

Date January 5, 1951

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61036-1

RECEIVED
APR 2 - 1951
FOR FILING

March 29, 1951

Mr. C. O. Polk
Acting District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Coos River Bridge
F. A. Project Oregon 6-5(2)

Gunderson Brothers Engineering Corporation of Portland have accepted an order from Tom Lillebo, the principal contractor on this project, to furnish the fabricated structural steel. At the time Gunderson Brothers investigated the material market and quoted their price for the work, they were given reasonable assurance from their usual suppliers that the steel necessary to do the job could be furnished within a reasonable time. They now advise us that it is difficult to get their usual suppliers of structural steel plates and shapes to accept an order for parts of the material required unless the order is accompanied by a priority rating. Their suppliers advise them that, while they will place the material order on their books, they cannot give even an estimated date on which it could be furnished and will not give any sort of a guaranteed date, stating that the material will be furnished only if and when it is available at the rolling mills. Gunderson Brothers have been able to place an order for 120 tons of low alloy structural shapes required for the work and they have a confirming shipping date for this material. They are asking that they be furnished a priority rating that will enable them to secure the rest of the material required in a reasonable period of time so that they can meet the originally scheduled date for delivery of the fabricated steel to the contractor.

We are requesting that steps be taken to secure the priority aid necessary for Gunderson Brothers' use in obtaining the critical materials needed for the job. In line with your memorandum of February 28, 1951, the following information is offered in support of this request.

1. Project number - Oregon S-5(2)
   Project name - Coos River Bridge
   Project location - On the Coos River Secondary Highway in Coos County

2. Contractor - Tom Lillebo, Reedsport, Oregon

3. Critical materials needed -

Items	A-7 Carbon Steel	A-242 Low Alloy Steel
Plate	47 Tons	49 Tons
Structural Shapes	122 Tons	22 Tons
Bars	2 Tons	
Pipe	1.2 Tons	
	172.2 Tons	71 Tons

4. Approximate dollar value by class -

Carbon Steel (A-7)	$17,480.00
Low Alloy Steel (A-242)	8,662.00

5. Name and address of supplier -

Rolling Mills - Columbia Steel Company
Local Address - P. O. Box 3146
Portland, Oregon

Bethlehem Steel Corporation
Local Address - Pacific Building
Portland, Oregon

Kaiser Steel Corporation
Local Address - Terminal Sales Building
Portland, Oregon

Fabricator - Gunderson Brothers Engineering Corporation
4700 Northwest Front Avenue
Portland 9, Oregon

6. Contractor's order (Tom Lillebo) placed tentatively with Gunderson Brothers February 2, 1951 and confirmed February 9, 1951, on award of contract. Gunderson Brothers' shop order on the work is number 9408. No orders for the shapes and plates, except those for the 120 tons of low alloy shapes, have been placed with rolling mills by Gunderson Brothers for the reasons as stated in the fore part of this letter.

7. Delivery date promised for fabricated steel at the time the original quotation was given - September 15, 1951.

8. Reason supplier cannot furnish material without assistance - Rolling mills' statements to Cunderson Brothers are to the effect that "DO" priorities and E-6 directives absorb practically all available tonnage, leaving very little for sale to independent fabricating shops.

9. Periods in which delivery is desired on the job by quarters - In order to meet the contract completion date the contractor should have all of the fabricated steel on the job by not later than October 15, 1951. In order to meet this schedule the stock shapes and plates should be delivered to the fabricator, Cunderson Brothers, not later than July 15, 1951.

10. Effect that delay would have on the work - The contractor has started work on the project. His schedule for delivery of all the necessary materials, of which the fabricated steel is a part, and for construction has been arranged to bring the entire job to completion on the contract completion date of July 31, 1952. Any delay in delivery of one particular type of material will result in a delay in completion and use of the structure by an amount of time equal to the delay in delivery of the structural steel. An extended delay in delivery of this material would cause considerable additional expense to the contractor by tying up his equipment, finances, etc. in an incomplete job.

The necessity for building the bridge at the present time and for completing it at the earliest date reasonably possible was set out in our letter to you dated January 31, 1951.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAOgm
cc C. A. Gardner
O. S. Pearson

RECEIVED
FOR FILING

S-5(2)

"3½"

March 5, 1951

3503

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Coos River Bridge
F.A.P. S-5(2)

Reference is made to your letter of February 19th and comments of your Washington Office in regard to the plans and specifications for the Coos River Bridge.

This bridge was designed under the Standard Specifications for Highway Bridge Construction of the Oregon State Highway Department and the Standard Specifications for Movable Highway Bridges of the A.A.S.H.O. wherever applicable.

Anchor bars will be welded to the expansion rocker plates and a stiffening element consisting of 3x2½x5/16-inch angles at about 6-foot centers will be riveted to the bottom of the 5/16-inch curb plates on the lift span. It was intended, and the structural steel fabricators so interpreted, that a portal similar to that shown on drawing 9579 was to be placed in the plane of the truss members U7-L8. The above items will be taken care of during the fabrication and erection of the bridge and no revised plans will be submitted covering the items to be added.

Standard reflectorized stop signs will be furnished and placed by the state on the barriers at the ends of the lift span.

The buzzer type of signal to indicate the end locks to be in the closed position will be eliminated and the end locks interlocked with the automatic gates. This will necessitate running additional circuits from the central panel to each of the automatic gates and will be done during construction.

On future jobs using patented or proprietary items closer compliance to the requirements of the Federal-Aid Highway Act will be made in specifying these articles on the plans and in the special provisions.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

IDMgn
cc G. S. Paxson

ASSIGNMENT

No. 2503

February 20, 195

By

Description: Tom Davis' letter of February 19 containing comments from Washington office in regard to plans and specifications for Coos River Bridge, Oregon Project No. S-5 (2)

Acknowledged by _____ Referred to __Paxson_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for _Williams'_____ signature

Assignment executed _____ Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 19, 1951

REFER TO
W. C. WILLIAMS
FOR ROAD

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have recently received the following comments from our Washington Office in regard to the plans and specifications for the Coos River Bridge, Oregon Project No. S-5(2).

"The basic movable bridge specifications, covering the loading and allowable unit stress provisions used in the design of the lift span unit, should be noted on the contract plans or mentioned in the contract specifications.

In reference to the expansion rocker details shown on plan sheet 6, the upper bearing plates over the rockers should preferably be anchored to the concrete girders.

With respect to the plan sheet 10, it is our understanding that portal bracing will also be provided between the truss members U7-L8.

It would be desirable to have intermittent stiffening elements used under the roadway curb sections on the lift span.

Rather than the buzzer type of signal for indicating the end span locks of the lift bridge are in a closed position, we consider it advisable to have these locks definitely interlocked with the bridge opening control equipment, in order that assurance can be had that the locks will be in a closed position before the barriers are opened.

Reflectorized stop signs should be provided on the barriers at each end of the lift span.

NOTED
W. C. WILLIAMS

It has been noted that in several instances on the plans and in the Special Provisions a particular patented or proprietary item has been definitely specified, for instance on plan sheet 15-Roebling rope devices and on page 15 of the Special Provisions-Norwood-Noonan electric traffic gates. On future work, in line with stipulations of Section 1.10 (h) of the Regulations, patented or proprietary articles or methods of reasonable cost which constitute minor elements of a contract item may be specified and paid for if purchased in competition with one or more equally suitable patented or proprietary articles or methods, or ifinformation is included in the advertisement stating the price at which such patented or proprietary articles or methods are available to contractors. Manufactured patented or proprietary articles which constitute a major part of the cost of a contract item may be specified or paid for if competition is assured with unpatented or proprietary articles accepted as equally suitable for the purpose."

The request for a note or statement naming the basic movable bridge specifications used in the design arises from the fact that the Bureau of Public Roads has never recognized and approved the movable bridge portions of your standard bridge design and construction specification. The reason for this non-approval is based on the fact that we consider the movable bridge portions of your specification too limited and incomplete to have practical value.

It would seem appropriate to anchor the upper bearing plates over the expansion rockers to the reinforced concrete girders by welding short sections of reinforcing bar to the plates or by some other means. We have already discussed the necessity for portal bracing in the planes of the end posts of the trusses adjacent to the towers with your department, and have received assurance that these portals will be provided. Diaphragms or "intermittent stiffening elements" under the roadway curb sections on the lift span would be of value and inexpensive and their use is suggested.

A definite interlocking of the end span locks of the lift span with the opening control equipment is desirable, and if it can be provided at moderate additional cost we would favor its incorporation in the equipment. The matter of providing reflectorized stop signs on the barrier gates need not be incorporated in the contract but can be handled by your own maintenance forces if you prefer. Your assurance that they will be installed would be appreciated.

Concerning the last paragraph of the quoted memorandum above, we do not consider the expression "or equal" as compliance with Bureau of Public Roads regulations regarding use of patented or proprietary articles. We approved its use on this project since we did not wish to delay your advertising the job for bids. However on future work more direct compliance with our regulations will be insisted upon. Also in this connection please refer to my January 25 letter pertaining to the steel grid flooring for the lift span of this project and your January 31 answer thereto.

Your early consideration to the Washington Office suggestions and my remarks thereon would be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
3 - 1951
FOR FILING

March 2, 1951

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3462, which was awarded to you on February 9, 1951 by the State Highway Commission, covering construction of the Coos River Bridge on the Coos River Secondary Highway in Coos County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 27 1950
FOR FILING

X 5 (2)

February 23, 1950

Mr. Joseph McKeown
Attorney at Law
American Building
Coos Bay, Oregon

Dear Sir:

This is in answer to your letter of February 17, advising that Brunell Brothers expect to build a sawmill in Section 32, Township 25 South, Range 12 West, W. M. which will interfere with the construction of our bridge which we are locating across Coos River to replace the Empgren Ferry.

Some time ago the Commission authorized a modest sum of money for building a bridge and connecting road across Coos River to replace the Empgren Ferry, and we are endeavoring to locate it in such a position that it will open up the east side of the bay as well as serve the territory along Coos River. We feel that this project will be of major importance to the Coos Bay area, and the bridge, if properly located, will make the east side of the bay available for various kinds of development. We are, therefore, very much disturbed to learn that our proposed location may not be available by the construction of the sawmill and hope that some adjustment of the sawmill can be made which will not interfere with the bridge. We do not have detail maps of the area showing the exact location of our bridge, but, from what data we have, it would seem possible to locate the mill farther away from the bridge but still along the highway.

I will ask B. A. Martin, Assistant Division Engineer, Roseburg, to contact you and Mr. Brunell immediately to discuss our plans and see if something cannot be worked out satisfactory to both parties.

Very truly yours,

H. H. Balcock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

A Wynne
cc Mr. H. C. Smith
Mr. B. A. Martin

LAW OFFICES OF
McKEOWN & NEWHOUSE
AMERICAN BUILDING
COOS BAY, OREGON

JOSEPH McKEOWN
ANDREW J. NEWHOUSE
WALLACE A. JOHANSEN

February 17, 1950

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We write you as representatives of Brunell Brothers, Coos River, Coos County, Oregon. They are the owners of certain lands in Section 32, Township 25, South Range 12, West of Willamette Meridian, Coos County, Oregon, and have driven piling and are in the process of constructing a sawmill upon a portion of said premises on the bank of what is known as Lillian Canal, which canal flows into the main fork of Coos River.

Several days ago they observed a survey being made by your engineers, and they were advised of possible bridge construction in that immediate area.

No one has officially spoken to the Brunell Brothers concerning this matter, and, therefore, they do not, of course, know whether or not your proposed plans include their property. I have, therefore, advised them that they may proceed with the completion of their sawmill, and if you have any intention of road construction on said premises, we should be advised at once.

Very truly yours,

Joseph McKeown

Joseph McKeown
S

RECEIVED
MAR 2 1951
FOR FILING

AGENDA
FEB 26 1951

8-5 (2)
3462

February 9, 1951

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3462 for the construction of a reinforced concrete and structural steel bridge over the Coos River on the Coos River Secondary Highway in Coos County. This award was based on your low bid of $553,779.00 submitted on January 24, 1951.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

rd
Enc.

cc - H. C. Smith
Goldie Lewis
S. H. Probert
C. S. Paxson
L. H. White (S.I.A.C.)

Get completed

STC

SERVICE
...class of service desired;
...erwise this message will be
...ent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 9, 1951
4:10 p.m.

Mr. Tom Lillebo

Reedsport, Oregon

State Highway Commission awarded you today contract for Coos River Bridge on Coos River Secondary Highway, Coos County, based on your low bid submitted January 24, 1951. Contract forms follow shortly.

H. B. Claisyer, Secretary
Oregon State Highway Commission

Files

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FOR FILING

Yile

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 9, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your wire request of today for concurrence in award of contract to Tom Lillebo, Reedsport, Oregon the low bidder on Oregon Project S-5(2), the Coos River Bridge on the Coos River Secondary Highway.

On the basis expressed in your telegram that your request for concurrence is with the understanding this office gives no assurance of steel being available with or without priorities and as stated in our letter of February 8th, that it will be the State's responsibility for obtaining the necessary materials, we concur as of today in award of this contract.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Proett

RECEIVED
W. C. WILLIAMS

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 9, 1951

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
236 S. W. 6th AVENUE
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD CONTRACT TODAY COOS RIVER BRIDGE TO TOM LILLEBO, REEDSPORT, WITH UNDERSTANDING YOU GIVE NO ASSURANCE OF STEEL BEING AVAILABLE WITH OR WITHOUT PRIORITIES.

R. H. BALDOCK

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 8, 1951

MOTEL

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon S-5(2), the Coos River Bridge on the Coos River Secondary Highway in Coos County for which bids were opened on January 25, 1951.

The question of concurrence in award was referred to our Division Engineer with justifications for construction of this project as covered in your letter of January 31, 1951.

We are advised that undoubtedly if a statewide steel allotment is made it will be materially less than the state's requirements and any further efforts toward obtaining steel will have to be on a priority basis in accordance with complete analysis as in the last war.

Since we have already submitted such evidence as was available toward justifying this project, any concurrence in award of the contract must be predicated on the basis we can give no assurance that steel will be available for this structure either with or without priority and it will be the State's responsiblity for obtaining the necessary materials.

Under these circumstances does the State still desire to award the contract.

We have just received additional information regarding the possiblity of State purchasing steel and contracting for erection only. While this will not apply to the Coos River Project it may have some bearing on future work. This information is being sent you in another letter.

Very truly yours,

RECEIVED
FEB 9 1951
OREGON
STATE HIGHWAY COMMISSION

T. M. DAVIS
District Engineer

TMD:re

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S-5(2)

3462

January 31, 1951

2456

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Coos River Bridge
F. A. No. S-5 (2)

Reference is made to your letter of January 25, concerning specifications for filled grid deck on the Coos River Bridge project. We have noted the ruling of your Washington office, and this will be complied with on future projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT

January 26, 1951

No 2456 (OPW)
By

Description: Tom Davis' letter of January 25 re plans and specifications for Carnegie-Illinois I-Beam-Lok Deck or Equal on Coos River Bridge, Oregon Project S-5 (2)

Acknowledged by _____ Referred to __Paxson _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 2-5-51 Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REGON DISTRICT

MONTANA
OREGON
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

RECEIVED
G.S. PAXSON

January 25, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous conversations concerning the requirement in the plans and specifications for Carnegie-Illinois I-Beam-Lok Deck or Equal on the Coos River Bridge, Oregon Project S-5(2).

The question as to whether the plans and specifications concerning the proposed grid deck as submitted was in accordance with requirements was referred to our Washington Office and in their wire reply they advised as follows:

> "Oregon Standard Specifications Contain Non-Restrictive Item Steel Grid Flooring Both Open And Concrete Filled. Other States Have Found It Feasible To Put In Competition At Least Two Proprietary Grid Floors Thus Meeting The Terms Of Regulation 1.10(H). Under Circumstances Insufficient Justification For Restrictive Paragraph Naming Carnegie-Illinois I-Beam Lok. Due to the Imminent Opening Of Bids We Will Not Object To Paragraph As Written But It Should Not Be Used In Future Projects."

You will note that for the January 24th opening of bids for this project changes will not be required but that for any future projects conformance with the terms of Regulation 1.10(h) will be required.

RECEIVED
STATE HIGHWAY COMMISSION

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
FOR FILING

January 31, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As you are aware, the Oregon State Highway Commission received bids on January 24 for the construction of a bridge over the Coos River on the Coos River Secondary Highway in Coos County, Federal-aid Project S-5 (2). The low bid in the amount of $553,789 was tendered by contractor Tom Lillebo of Reedsport, Oregon. This bid has been found by the Commission to be satisfactory in all respects and it is the desire of the Commission to accept it and to make the award of contract on the basis thereof.

Your concurrence in the award of contract to Tom Lillebo of Reedsport on the basis of the bid submitted by him on January 24 is therefore requested.

In justification of the construction at this time of the bridge referred to, we offer the following information:

1. The bridge is to replace a ferry operated by the State at a cost of $30,000 per year.

2. The traffic presently using the ferry is 356 ADT (314 cars and 42 trucks) and for reasons hereinafter stated a very considerable increase in traffic is expected within the next few months.

3. Present traffic taxes the ferry to capacity at peak hours.

4. Load carrying limitations of the ferry (both weight and length) are interfering with the development and utilization of a very large area of commercial timber lying to the north and east of the crossing.

5. The ferry imposes a delay averaging 5 minutes for each vehicle using it and complete stoppings of traffic at times of high water (about 2 weeks per year).

6. Present traffic is about equally divided between farm to market traffic and traffic of timber workers. Includes some recreational travel during the summer months.

7. Present extent of logging in the area to be served by the bridge is 3,000,000 feet per year. Logs are rafted to mills due, in part, to lack of the bridge now proposed to be built.

8. Weyerhaeuser Lumber Company is presently building, in North Bend, one of the largest saw mills in the west. Operation of this mill is scheduled to begin in June of this year. Production of the mill is expected to exceed 100,000,000 feet per year. All logs are to come from the area to be served by the new bridge and the operation is to be on a sustained yield basis. Production of the logs will require a working force in the timber of 250 men some of which will reside in the area with their families and others of which will commute from points south of the crossing. This operation is expected to double the present traffic and to make continued use of the ferry intolerable.

9. Lumber companies, other than the Weyerhaeuser Company, planning to draw timber from the area to be served by the new bridge are: Erwin & Lyons, Cape Arago Lumber Co. and Coos Bay Lumber Co. It is expected that the operations of these companies in this area will, within a short time, equal those of the Weyerhaeuser Company and that much of the timber cut by them will be moved out over the new bridge. This anticipated development is largely dependent on the construction of the bridge and will be advanced and facilitated thereby. Continued use of a ferry at the Coos River crossing will "bottleneck" this development creating a further drag on the logging and lumbering industry in the area.

10. The proposed bridge could become important from a military standpoint in event the Coos Bay bridge on highway US-101 were destroyed. A detour on the east side of Coos Bay via the proposed bridge could be provided by construction of less than one mile of new road.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

Williams

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 31, 1951

Mr. T. W. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

As you are aware, the Oregon State Highway Commission received bids on January 24 for the construction of a bridge over the Coos River on the Coos River Secondary Highway in Coos County, Federal-aid Project S-5 (2). The low bid in the amount of $553,789 was tendered by contractor Tom Lillebo of Reedsport, Oregon. This bid has been found by the Commission to be satisfactory in all respects and it is the desire of the Commission to accept it and to make the award of contract on the basis thereof.

Your concurrence in the award of contract to Tom Lillebo of Reedsport on the basis of the bid submitted by him on January 24 is therefore requested.

In justification of the construction at this time of the bridge referred to, we offer the following information:

1. The bridge is to replace a ferry operated by the State at a cost of $30,000 per year.

2. The traffic presently using the ferry is 356 A.D.T. (314 cars and 42 trucks) and for reasons hereinafter stated a very considerable increase in traffic is expected within the next few months.

3. Present traffic taxes the ferry to capacity at peak hours.

4. Load carrying limitations of the ferry (both weight and length) are interfering with the development and utilization of a very large area of commercial timber lying to the north and east of the crossing.

BEN B. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. HEADLEE
LA GRANDE
H. K. HOLMAN
PORTLAND

January 31, 1951

5. The ferry imposes a delay averaging 5 minutes for each vehicle using it and complete stoppings of traffic at times of high water (about 2 weeks per year).

6. Present traffic is about equally divided between farm to market traffic and traffic of timber workers. Includes some recreational travel during the summer months.

7. Present extent of logging in the area to be served by the bridge is 3,000,000 feet per year. Logs are rafted to mills due, in part, to lack of the bridge now proposed to be built.

8. Weyerhaeuser Lumber Company is presently building, in North Bend, one of the largest saw mills in the west. Operation of this mill is scheduled to begin in June of this year. Production of the mill is expected to exceed 100,000,000 feet per year. All logs are to come from the area to be served by the new bridge and the operation is to be on a sustained yield basis. Production of the logs will require a working force in the timber of 250 men some of which will reside in the area with their families and others of which will commute from points south of the crossing. This operation is expected to double the present traffic and to make continued use of the ferry intolerable.

9. Lumber companies, other than the Weyerhaeuser Company, planning to draw timber from the area to be served by the new bridge are: Erwin & Lyons, Cape Arago Lumber Co. and Coos Bay Lumber Co. It is expected that the operations of these companies in this area will, within a short time, equal those of the Weyerhaeuser Company and that much of the timber cut by them will be moved out over the new bridge. This anticipated development is largely dependent on the construction of the bridge and will be advanced and facilitated thereby. Continued use of a ferry at the Coos River crossing will "bottleneck" this development creating a further drag on the logging and lumbering industry in the area.

10. The proposed bridge could become important from a military standpoint in event the Coos Bay bridge on highway US-101 were destroyed. A detour on the east side of Coos Bay via the proposed bridge could be provided by construction of less than one mile of new road.

Very truly yours,

Information re ... [illegible]
... [illegible]
Telephone from Leo Caldwell
of Weyerhaeuser Co. at Eugene

L. H. Baldock
State Highway Engineer

FORM E-20 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1951

SUBJECT: Traffic Analysis
Enegren Ferry vs. Coos River Bridge
Coos River Secondary Highway

To: Mr. W. C. Williams

We have investigated certain facts of record in the office with regard the operation of the Enegren Ferry as compared to the proposed Coos River Bridge as relates to traffic, lost time and adequacy of the ferry. Time does not permit a detailed report, thus I will set forth hereinafter certain salient facts regarding the three aforementioned conditions that we have been able to determine from office records.

Turning first to traffic, it was found upon reviewing the monthly reports submitted by the ferry operator, that the 1950 all-vehicle average daily traffic was 356. Of this volume, there were 314 passenger cars and 42 trucks, classified as "heavy trucks and trailers". Percentage-wise, 88 per cent of the total was passenger cars and 12 per cent commercial vehicles. There were no stages or busses, light trucks or other vehicles recorded as crossing the ferry. Inquiry reveals that in very few, if any, of the instances, trucks classified as "heavy trucks and trailers" were actually trucks and semi-trailers or trucks and full trailers, and in practically every instance it would be a single unit vehicle less than 15 tons.

For the purpose of this analysis, all existing traffic on the ferry was diverted to the bridge. No attempt has been made in this analysis to project traffic into the future. I would like to mention at this point that the estimated 1949 average daily traffic on the Coos River Bridge, inclusive of diverted plus generated traffic, was assumed to be some 600 vehicles per day, of which some 50 would be loaded and empty log trucks, 100 would be other trucks, and 450 would be passenger cars.

Turning to lost time, an evaluation of the hours per year consumed in crossing the ferry as compared to the hours per year for the same equivalent vehicles to cross the bridge was made. Certain basic assumptions were necessary in this analysis, and reference to the contract between the State Highway Commission and the ferry operator was used as a basis for determining the average number of trips made per hour and the average time required to cross the river, load and unload passengers. The contract calls for at least 12 round trips per hour. Assuming this to be an average condition -- and a review of the operator's daily reports indicates such -- the average crossing time one-way would equal 2½ minutes, which would include the loading and unloading time. Assuming that the ferry is always on the other side of the river, the average waiting time would then be equal to 2½ minutes. Thus, each vehicle would lose a total of 5 minutes in crossing the ferry on each trip. Expanding this into annual values, passenger cars would consume 9,551 hours per year of time in crossing the ferry; trucks would consume 1,271 hours per year.

Turning to the time consumed in crossing the bridge, an average speed of 40 miles per hour was used, which gives an average crossing time for the length of the structure of 0.14 minutes per crossing. Relating this time to the annual trips crossing the structure, it was found that 267 hours per year were consumed in crossing the bridge by passenger cars and 36 hours per year were consumed by trucks.

Determining the saving that these vehicles would experience by virtue of a bridge in place of the ferry, it is found that passenger cars would save 9,284 crossing hours per year. Trucks would save 1,235 crossing hours per year, or all vehicles crossing the structure would save 10,519 crossing hours per year. No attempt has been made to relate this to monetary equivalent.

Turning to the third phase of analysis, that is the adequacy of the ferry to handle existing traffic, here again it was found that if the ferry operator made 12 round trips per hour in accord with our contract and the capacity of the ferry is 6 vehicles per trip, a total of 72 vehicles could be carried in each direction each hour. With regard the capacity of the ferry, it is further known, by virtue of our contract, that the ferry has a 38-ton displacement and they carry no single load in excess of 15 tons, nor a combined gross pay load in excess of 30 tons; thus, two heavy trucks weighing between 10 and 15 tons would replace or be the equivalent of six passenger cars. Evaluating actual hourly operating capacity in terms of equivalent passenger car capacity during the months of June, July and August, 1950, there were only two hours in these three months in which this equivalent capacity was equal to or exceeded the operating capacity; thus, from a capacity standpoint, the ferry could not be termed inadequate. Further, a review of operating practices reveals that the number of trips per hour is pretty much in direct relation to the demand by vehicles for service rather than a function of capacity. Reviewing once again the daily reports of the ferry operator, it has been found that on innumerable occasions, 15 trips have been made, and the maximum number of trips observed per hour was 16. Certainly, such trips are made under ideal conditions and do not occasion any excess delay in loading or unloading.

Summarizing, it can be said that the 1950 average daily traffic equals 356, all vehicles; 314 passenger cars, and 42 heavy trucks. Passenger cars now crossing the ferry would save 9,284 hours per year through use of the bridge, trucks now crossing the ferry would save 1,235 hours per year through use of the bridge, and only two hours during the three peak months -- June, July, August, 1950 -- show a deficiency in the capacity of the ferry.

We did not go into economic factors, such as generated trips that farm vehicles would make in the hauling of milk or dairy products, the convenience to school children, or the added recreational traffic that this area would generate by virtue of its ease of accessability, nor into the inadequacy of the ferry during brief periods of peak operation. We did not have sufficient data to make this analysis and thus it was felt better to abstain from any direct reference thereto.

J. A. Head
Assistant Traffic Engineer

JAH:bv

RECEIVED
JAN 16 1951
FOR FILING

S-5(2)

January 12, 1951

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Coos River Bridge
F.A.P. No. S-5(2)

Attached please find a photostated copy of the War Department permit for the Coos River Bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

dm

cc G. S. Paxson

RECEIVED
FOR FILING

3-5(2)

January 10, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. and E. documents for Oregon Project 3-5(2), Coos River Bridge on the Coos River highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of documentary evidence that the bridge plans have been approved by the Department of the Army.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FOR FILING

S-5(2)

November 13, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of October 26th relative to Oregon Project S-5(2), the Coos River Bridge and to subsequent phone conversation between Mr. Paxson and this office concerning the protective devices necessitated by the lift span.

This matter was referred to our Washington Office who advise that in view of the infrequent bridge openings the use of manually operated barrier gates 50 feet back from the draw span at each end and auxillary warning gates at the shore end of each truss is considered satisfactory.

With regard to the cable barriers there should be at least two horisontal strands attached to substantial posts, which are capable of withstanding impact effects; these posts should be suported by bridge floor members rather than the primary truss members, which if damaged might critically affect the bridge structure. Relative to the proposed link and pin type of cable connection with cables attached to wood gates experience has shown that their service efficiency is low, due not only to the fact that the pins are frequently lost but also to operators neglect to lock. We suggest flexible cable barrier with positive hooked clasp since operator required to lock barrier to effect closed position. We recommend the use of an electrically operated railroad type of warning gate. Furthermore in addition to the proposed use of flashing lights and sirens at the shore end of the trusses we consider it advisable to have warning signs placed at each end of the bridge, also a reflectorized stop sign placed on each barrier. These stop signs forcibly attract vehicle operators to the barriers which being of low light construction frequently go unnoticed when located in through truss types of bridges.

The above answers the inquiry as to Public Roads Requirements as requested in the last paragraph of Mr. Paxson's letter.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON
S-5-(2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 9, 1950

NOTED
W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's July 12th letter submitting preliminary layout drawings for proposed Oregon Project S-5(2), the Coos River Bridge.

The following comments are made by our Washington office and are submitted for your consideration.

"Because of the grade and alignment and the fact that the proposed layout involves the construction, maintenance, and operation of a vertical lift span which is to raise only about 25 feet, we are wondering if it would not be feasible to consider a high-level crossing of the river at this location. If the river crossing were made at an angle of about 45 degrees, the roadway curvature could be appreciably reduced. We suggest that consideration be given to this type of crossing, for which a three-span continuous truss would probably be best suited. In case this has already been investigated and a high-level crossing has been found to be not economically feasible, the preliminary layout which Mr. Paxson has submitted will meet with our approval.

Since traffic over this secondary road consists largely of log and lumber trucks, we recommend that the structure be designed for a single lane of H20-S16(44) loading rather than for two lanes of H15-S12 (44) loading."

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
JUL 13 1950
FOR FILING

Cross Referenced To:
Clam
Wallowa
Wallowa Lake
Tenmile

S-5121

July 10, 1950

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief Engineer and the Secretary of the Army of plans of a bridge to be constructed across the Coos River at a point approximately two miles above the mouth of the waterway, as shown on the attached plan.

The legal authority for the structure is found in the General Bridge Act of 1946. Specific authority of the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, Subsection 6. Attached hereto is an excerpt from the minutes of the Highway Commission authorizing the construction of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSPgn
cc G. S. Paxson

EXCERPT FROM MINUTES

OF THE OREGON STATE HIGHWAY COMMISSION

September 21, 1949

The Commission had under discussion the selection of projects for funds remaining unallocated in its Second Post War Construction Program, amounting to $4,483,000. The Engineer recalled that when the Commission selected its partial program on May 18, 1949, the sum now under discussion was ordered held as a reserve, subject to allocation and distribution at a later date, with the understanding that of this amount, $3,306,000 would be available for Federal Aid Projects and $1,177,000 would be available for state construction projects or state major betterment projects. He presented a list of projects eligible for the funds under discussion, from which the Commission selected projects which are estimated to cost the sum of $2,115,000 for the Federal Aid Secondary Highway Program, and also selected projects that are estimated to cost $779,000 for its state major betterment program. Balances remaining unallocated were ordered by the Commission held as reserves, subject to allocation to specific projects at a later date. (For a complete list of approved projects, see EXHIBIT "C" attached hereto.)

EXHIBIT "C"

R E S O L U T I O N

WHEREAS, the records with respect to funds available for highway construction disclose and establish that there was and is available for such purposes including acquisition of rights of way during the period 1950-51, the sum of $23,500,000, and

WHEREAS, the Commission, meeting in regular session on the 18th day of May, 1949, provided for and made the following general allocations:

1. For specific projects in the several divisions into which the State has been divided, the sum of $16,267,000.

2. For the acquisition of rights of way for the Sullivan Gulch route, the sum of $2,750.000, and

WHEREAS, the balance or remainder of said $23,500,000, to-wit: the sum of $4,483,000 was by order of the Commission set aside as a reserve fund to be held subject to allocation and distribution by the Commission as and when such distribution and allocation seemed to be in the best interests of the State, and

WHEREAS, it was then and is now the purpose and decision of the Commission to set aside from said reserve fund the sum of $3,306,000 for Federal aid projects, and the sum of $1,177,000 for State projects, and

WHEREAS, the Commission now meeting in regular session on this the 21st day of September, 1949, has, after due and careful consideration, found and declared that allocations and distributions of said reserve fund should be made and that said allocations and distributions should be as herein provided,

NOW, THEREFORE, be it and it hereby is by this Commission ordered and resolved as follows:

* * * * *

Exhibit A

1950-51 SECONDARY FEDERAL AID PROJECTS

County	Highway, Section; Description	Construction	R/W	Total
Division No. 3:	(Available $1,104,000)			
Coos	Coos River Sec., Coos River Bridge (Structure only)	$ 455,000	$ - - -	$455,000

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, hereby certify that the above is a true copy of an excerpt from the Highway Commission Minutes of September 21, 1949.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

13-3310 Chemult Rock Production Project 1951
on The Dalles-Cal., East Diamond
Lake Sec. & Willamette Hwys.
#3463 near Chemult

C. H. Baldock

RECEIVED
FOR FILING

3463

November 14, 1951

FINAL COST ANALYSIS

The Dalles-California, East Diamond Lake and Willamette Highways
Contract #3463 Crushed Cinders in Stockpile Prefix 18-8310
Contractors - M. C. Liniger & Sons Resident Engineer - A. A. Essen

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Cinders in S. P.	8,954.8	Cu. Yd.	$1.57	$1.75	$14,059.04	$15,670.90
1/2"-1/4" " " " "	10,965.6	" "	1.57	1.75	17,201.61	19,189.80
1/4"-10 " " " "	2500	" "	1.57	1.75	3,925.00	4,375.00
1/4"-0 " " " "	2500	" "	1.57	1.70	3,925.00	4,250.00
S. P. Screen Rejects	530.1	" "	0.25	0.25	132.53	132.53
S. P. Haul Screen Rejects	4,899.7	Yd. Mi.	0.08	0.12	396.24	587.96
S. P. Haul Adj., Favor of Contractor	3302	" "	0.068	0.12	223.55	396.24
Force Account					327.60	409.50
Private Sales					706.50	824.37
					$40,897.07	$45,836.30

Gross Revenue	$45,836.30
Total Cost	40,897.07
Net Profit	$ 4,939.23

Net Profit Equals 10.8% of Gross Revenue

The Dalles-California, East Diamond Lake and Willamette Highways
Contract #3463

Detail of Cost

Labor:		
Supervision	$ 2,453.15	
Labor	9,614.27	
State Industrial Accident Ins.	498.67	
Social Security & Unemployment Ins.	241.61	
		$12,807.70
Equipment Rental & Miscellaneous		
Equipment Rental	13,071.55	
Rented Trucks	7,604.41	
Gas, Oil & Grease	3,281.72	
Freight & Cartage	1,775.10	
Bond	327.19	
Insurance	129.90	
Small Tools & Misc.	525.00	
Home Office & General Overhead	1,374.50	
		28,089.37
Total Cost		$40,897.07

Breakdown of Crushing Costs
Contract #3463

Total Crushed Cinders Produced:

3/4"-1/2"	8,954.8	Cu. Yds.
1/2"-1/4"	10,965.6	" "
1/4"-10 Mesh	2,500	" "
1/4"-0	2,500	" "
Private Sales	450	" "
	25,370	Cu. Yds.

Move In and Setup	$ 5,164.48	÷ 25,370	=	$0.204
Load and Haul to Crusher	2,943.67	÷ 25,370	=	0.116
Crush	12,860.31	÷ 25,370	=	0.507
Haul to Stockpile	15,680.65	÷ 25,370	=	0.618
Stockpile	1,090.51	÷ 25,370	=	0.043
Haul Rejects	2,077.63	÷ 25,370	=	0.082
				1.57 per C.Y.

Elapsed Time - 405 Hours

Work Time - 359 Hours.

Average per elapsed time = 25,370 ÷ 405 - 62.6 c.y.

Average per work time = 25,370 ÷ 359 = 70.7 "

The Dalles-California, East Diamond Lake and Willamette Highways
Contract #3463

Remarks:

This was a "State Contract" calling for the crushing and stockpiling of 25,000 cu. yds. of crushed cinders or crushed rock in stockpile. The project was bid and awarded December 19th, 1950, work was started June 4th, 1951, and the project was completed July 10th, 1950.

Equipment used by the contractor consisted of a three crusher portable crushing plant, D7 tractor and dozer, two pickups, two semi-trailers and two five cu. yd. trucks. Hired trucks were used for the haul to stockpile with one company truck helping part time on the shorthaul.

Material was obtained from a cinder pit located 0.44 mile north of the East Diamond Lake Secondary Highway at M.P. 13.50. This material consisted of a fairly good grade of cinders with a few large compacted masses that caused some trouble at the jaw crusher. As is common with cinder pits the rejects ran high, about 50 to 55 per cent.

The down time was somewhat less than for crushed rock or gravel and and the hourly average was considerable higher with elapsed time being 405 hours and actual working time being 359 hours and the average production per hour being 70.7 cu. yds.

This was a well handled job and it is interesting to note that the average cost per cubic yard in the bunkers of $0.91 is considerably lower cost figure than ordinarily found on crushed rock or gravel projects.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Paulsen

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OREGON STATE HIGHWAY COMMISSION
(date)
August 16, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3463	4 F	M. C. Lininger & Sons

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13370	R-21682	$ 1,350.35	Aug. 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: None needed

Completion Date: July 10, 1951

Date Accepted: Aug. 3, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-17-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

[illegible] ON CARD

RECEIVED
AUG 1 1951
FOR FILING

July 31, 1951

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 3463 covering the Chemult Rock Production Project on the The Dalles-California, East Diamond Lake Secondary and Willamette Highways, Klamath County, was completed by the contractor, M. C. Lininger & Sons, on July 10, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,350.35 will be released to the contractor after acceptance by the Commission. The total contract amount is $45,011.93, of which amount $409.50 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

RECEIVED
JUL 25 1951
FOR FILING

July 25, 1951

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to M. C. Lininger & Sons on contract No. 3463. for rock production on the Chemult Section of the The Dalles-California, east Diamond Lake Secondary and Willamette Highways, Klamath County. This payment, in the amount of $6,346.76, will be made on or after August 4,1951. The retained percentage is $1,350.35.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD

18-8310
3463

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Chemult Rock Production Project

Highway The Dalles-Cal.,E.Dis.Lake & Willamette

Contractor M.C. Lininger & Sons

Date of contract Febr. 21, 1951

Date work started May 21, 19 51

Amount of contract . . . . . $ 43,625

Estimated cost of completed project, exclusive of engineering . . . . . $ 45,011.93

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 3,300, 7.33 %

For Week Ending July 16, 19 51

Kind of work Rock Production

Section prefix 18-8310

Contract number 3463

Date of completion Sept. 30, 19 51

Estimated date of completion July 10, 19 51

Per cent of time elapsed 140/222 63.01 %

Date project was completed July 10, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and submitted to the Bend Division Office on July 16.

Cleanup work at the quarry site completed and equipment removed on July 18 1951

Final report

NOTED
H. W. LIBBY

RECEIVED
JUL 23 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M.

Signed A A Jones Res. Engineer

Address 1290 Wall St. Bend, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			67.71		
Miles partially completed					
Miles completed			67.71		
Total estimated quantities			25,000		
Estimated quantities moved or placed to date			24,520.4 630.1 Reject 10,161.7 Waste or Rejects Not Purchase		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	All		
Wednesday			
Thursday	Week		
Friday			
Saturday			

State Printing Dept. 32571

RECEIVED
1951
FOR FILING

18-3463

March 30, 1951

M. C. Lininger & Sons
Post Office Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 3463, which was awarded to you on February 21, 1951, by the State Highway Commission, covering the Chemult Rock Production Project on The Dalles-California, East Diamond Lake Secondary and Willamette Highways. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

RECEIVED
FOR FILING

1C-1310

February 21, 1951

M. C. Lininger & Sons
Post Office Box 1336
Medford, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3463 for rock production on The Dalles-California, the East Diamond Lake Secondary, and the Willamette Highway near Chemult in Klamath County. This award was based on your low bid of $43,625.00 submitted on December 19, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - H. O. Smith
Goldie Lewis
S. H. Probert

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 21, 1951
9:30 a.m.

H. C. Lininger & Sons
Post Office Box 1386
Medford, Oregon

State Highway Commission awarded you today contract for Chemult Rock Production Project on The Dalles-California, East Diamond Lake Secondary, and Willamette Highways, Klamath County, based on your low bid submitted December 19. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

F-172(7) Cedar Point-Coquille Sec., 1951
Oregon Coast Hwy.
#3464

RECEIVED
JAN 27 1955
FOR FILING

January 26, 1955

Porter W. Yett, Contractor
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

Contract No. 3464 awarded to Coos Bay Dredging Company, Inc., was completed October 20, 1952, accepted by the Highway Commission January 6, 1953, and final payment was mailed to the contractor on December 14, 1954. This is in reply to your letter of January 25 concerning the status of this job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

PLANT—ROCKY POINT, OREG[illegible] [illegible]MENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E AINSWORTH ST. PHONE WEbster 3251 PORTLAND 13, OREGON

January 25, 1955

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Re: Contract No. 3464
Cedar Point-Coquille Section

Dear Sir:

We performed some subcontracting work on the above named contract and have not as yet received any final accounting from the Coos Bay Dredging Co., the prime contractor on the project.

Will you please advise us as to the status of this contract and if final settlement and acceptance has been made.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

RECEIVED
JAN 26 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 21 1954
FOR FILING

F-142 (7)
(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1954

(VOUCHER NO.)	(EST. NO.)	(CONTRACTOR)		
3464	14-Final	Coos Bay Dredging Co., Inc		
25263	B-110428	(WARRANT NO.)	$ 9,799.15 (AMOUNT)	12/10/54 (DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Oct. 31, 1951

Time Extensions: to Oct. 22, 1952 without penalty

Completion Date: Oct. 22, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-14-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 14
Ruth Rawlings

RECEIVED
DEC 13 1954
FOR FILING

E-1/2(7)
4-1

December 10, 1954

Re: Claim of Coos Bay Dredging Company, Contract No. 3464 Cedar Point-Coquille Section

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Herewith is a communication from Joseph McKeown. Please be advised that I know nothing about the $11,889.24 claim. I asked Mr. H. G. Smith about it just now and he stated that they did have some claims in on that job but that, in his opinion, they were not valid at all and they had been denied. Evidently they have now decided to accept the settlement.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Encl.

Law Offices of
[illegible], NEMHOUSE & [illegible]
American Building
Coos Bay, Oregon

November [illegible], 1[illegible]

Oregon State Highway Department,
Salem, Oregon.

Attention: [illegible]

Re: Claim of Coos Bay Dredging
Company on Contract No. [illegible],
Cedar Point - Myrtle Section

Dear Mr. [illegible]:

This will confirm my previous advice to you that Coos Bay Dredging Company requested to have their claim in the amount of approximately $11,880.24, for additional compensation claimed by them under the above mentioned contract.

Mr. McLeod advised that in view of the fair considerations given his company by your Department in other matters, including the quarry agreement on the Myrtle Point location, that they had decided to withdraw their claim.

If anything further is required here for a final report or closure, in respect of this matter, please advise.

Very truly yours,

// [illegible]

Joseph McLeod

JM - M. L. [illegible]
Engineering Department

RECEIVED
MAY
FOR FILING

3819

May 1, 1953

Coos Bay Dredging Company
Post Office Box 217
Coos Bay, Oregon

Gentlemen:

Some time ago the Legal Department of the State Highway Commission reviewed your claim in the amount of $11,889.24 as additional compensation on Contract No. 3464, Cedar Point-Coquille Section. About the time this opinion was received, Mr. E. H. Clymer, Chief Cost Analyst, advised that he had had a further conversation with you, and that you contended the power company would have moved its poles much earlier if it could have come to some agreement with the Highway Department as to the location of the new power line, and that after about two months' delay you arranged a meeting of the highway engineers and the power officials on the job and the question was settled immediately. You further contended that some revision in the plans for the widening of the bridge and concrete retaining wall slowed up the progress of construction, which conflicted with the grading operations.

These matters have now been discussed with the Division and Resident Engineers, who advise that they know of no serious disagreement with the power company which would in any way have interfered with the movement of its poles after January 1, 1951, at which time plans were furnished the power company, and it was advised to proceed with the movement. From that time until June we had repeated conferences in an endeavor to get the work actually started. The Division Engineer also reports that he does not feel that the revision in the bridge plans or those of the concrete retaining wall had any material effect on the progress of the work.

I am, therefore, unable to find any action of the Highway Department which would have prevented the power company from moving the poles any time after it had received the first notice and must, therefore, stand on the opinion of the Legal Department that you do not have a valid claim against the Highway Department for the following reasons:

The general rule allowing a construction contractor to recover damages from the contractee for delay caused by the contractee assumes that

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1953

SUBJECT: Claim of Coos Bay Dredging Company
Contract No. 3464
Cedar Point-Coquille Section
For delay in removal of utility facilities

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

You have requested an opinion as to the legal validity of the claim in the amount of $11,889.24 submitted by the Coos Bay Dredging Company under Contract No. 3464, Cedar Point-Coquille Section, for the contractor's inability to perform the work efficiently because of an unreasonable delay in the removal of telephone, power and water lines by the utilities concerned.

The general rule allowing a construction contractor to recover damages from the contractee for delay caused by the contractee assumes that (1) there was a delay in the contractor's work, (2) the contractor was damaged by this delay, (3) there was a default by the contractee (the Highway Commission), and (4) the contractee's default was the cause of the contractor's delay. The absence of any one of these four requirements will defeat the contractor's recovery of damages.

In the instant case there was no default by the Highway Commission, since it did not undertake to remove the telephone, power and water lines in question, or to guarantee that they would be moved by others within a reasonable time. The contract states in its special provisions "such gas lines, water pipe lines, telegraph and power lines owned by public utility corporations or by the City of Coquille as must be moved or reinstalled will be moved or reinstalled by the owners thereof."

The special provisions of the contract further provide that contractor "shall give the parties, by whom the work is to be performed adequate notice of his needs, and shall allow them reasonable time for the performance of their work."

These provisions of the contract entered into between the State and the contractor merely indicate that the contractor was to deal directly with the utility company, or the City of Coquille, and at no place in the contract does the Commission obligate itself to notify the utilities when to move or to insure their reasonably prompt action.

NOTED
W. C. WILLIAMS

In my opinion, the Coos Bay Dredging Company does not have a valid claim against the State Highway Commission for damages resulting from delay in utility companies removing facilities from the right of way, and that the claim should be denied.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - H. G. Smith

RECEIVED
MAR 10 1953
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Enfield,

Will you please
render an opinion on this

Williams

FORM E-30 25M 8-51 52316

REFERRED
TO May
FOR Mr. Lewis - So. often she will be me Elva.
COW ENFIELD

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O f f i c e

RECEIVED
OCT 1952

Dear Sir:

The Coos Bay Dredging Company under Contract #3464, Cedar Point-Coquille Section, have submitted a bill in the amount of $11,889.24 for their inability to work the project efficiently due to the telephone, power and water lines' removal being delayed beyond a reasonable time.

Before having any discussion with Mr. McLeod concerning his method of arriving at the charges, I feel that the legal question as to whether we have any obligation or not should be settled. It is impossible for these various public services to remove their utilities prior to the award of a contract, as many of them can only be removed after the contractor has done a certain amount of grading, and this is covered in our Special Provisions under the heading "Adjustment of Public Utilities":

"Such gas lines, water pipe lines, telegraph and power lines owned by Public Utility Corporations or by the City of Coquille as must be moved or reinstalled will be moved or reinstalled by the owners thereof.

The contractor will be required to cooperate with others by whom the above-described work is to be performed and shall coordinate his operations with theirs in the most helpful manner possible. He shall give the parties, by whom the work is to be performed adequate notice of his needs, and shall allow them reasonable time for the performance of their work."

I realize that the utility companies are somewhat handicapped by having a considerable amount of work thrown on their organizations, but still I feel they assume a certain responsibility when they occupy a public right of way, and if they are dilatory in taking an unusual amount of time in removing their poles, the contractor would have a claim against them instead of the State Highway Department.

This is a matter of far-reaching moment, as both the utility companies on the several jobs in that area have been quite handicapped by

W. C. WILLIAMS

small crews and unable to devote the entire time of any crew in getting out of the contractor's way, so the ruling in this case might necessarily have to be applied to several of the other jobs.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

FORM E-30X 25M 4-52 56606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 3, 1952

SUBJECT:

To: H. C. Smith
Construction Engineer

Dear Sir

Reference is made to your letter of November 6th submitting a claim of the Coos Bay Dredging Company for additional payment on contract 3464, Cedar Point-Coquille Section, Oregon Coast Highway.

I have discussed this claim with Mr. Jack McLeod and find that, in general, the claim is based upon the contractors inability to work the project due to his entire advantage. Telephone line, power lines and water lines had to be removed from the construction area and while the specifications indicate that the contractor did allow the utility companies a reasonable length of time in which to revise their facilities, Mr. McLeon feels that a reasonable length of time was far exceeded in these operations. The job was diligently prosecuted and was substantially complete as regards the main roadway and curbs on the completion date specified in the contract.

In view of this fact, it seems that the claim is based on the assumption that the contracting officer rather than the contractor is responsible for the continued operation of the amount of equipment placed upon the project by the contractor and is responsible for his being allowed to prosecute the project to his best advantage regardless of the encumbrances which may have been showing at the site of the work at the time the contract was entered into. I believe this not to be within the contractors right to make such an assumption and I recommend the claim be denied on this basis.

Further, Item 3 of the claim requests payment for 1/4 loss of time in working hours on a grader assigned to the project, indicating that these encumbrances would not permit the contractor to work his equipment efficiently. However, the contractor was so short of blading equipment during the project that it was necessary for him to rent a grader from the Porter W. Yett Company and also to rent a grader from the Highway Commission. It appears that this portion of the claim is entirely unjustified.

I have informed Mr. McLeon that I am making a report on this matter to you and that I would recommend that at such time as is convenient to you that we meet with Mr. McLeon at Coos Bay and discuss this claim further.

Very truly yours

TOM EDWARDS
Division Engineer

TE:rw

cc Jack McLeon
G. A. Barnhart

FORM E 30 25M 2 51 52315

C
O
P
Y

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
Nov. 21, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Refering to your letter of Nov. 7, 1952, and claim of Coos Bay Dredging Co. in the amount of $11,889.24 for excess cost which they claim to have suffered on the Cedar Point-Coquille Project.

As to their claim for lost time due to Power and Telephone Poles being in the way, it is difficult to account for the actual time lost due to not having the poles moved. Part of the down time was an account of rain. Also McLeod used a minimum of operators, (one man would run 2 or 3 different pieces of equipment in one day). Some times the men were sent from the job to other places where there were small jobs to do with other equipment.

No doubt a considerable amount of yardage could have been moved in May and June by the one operator of the D8 dozer and blade, who worked in the cut between Sta. 812 and 825, by running the D7 and carryall part time each day. This method of operation would possibly have permitted a more economical movement of material, as to length of time, in so far as the excavation areas between 830-890 were small, with a high shrinkage factor when placed in the fills, the fills could have been completed from material from the cut at 807-830 and brought to grade in a shorter time.

Plans for the retaining wall at Folsom's at Sta. 913+, were changed through R/W agreement, and the final plan was held up by the Bridge Department. The telephone company could not move their poles at this location until the wall was completed. They moved their poles at the earliest opportunity and did not hold the contractor up more than a day or two at the most, after the wall was completed.

The entire job as to grading was one that could not have been done with a large amount of equipment and completed in a short length of time, as it was a case of timeing, part of the excavation between 830-890 could not be made beyond a certain point, unless there was gravel available to carry traffic. The gravel was not available until about July 10, 1951 in sufficient quantities to permit the removal of pavement and other grading areas, as there was heavy traffic to maintain.

McLeod did have extra equipment on the job during construction, but this equipment was also used in private jobs adjacent to the Highway part of

No. 5819
By

ASSIGNMENT

, 1952

Description: **Letter of October 17 by Coos Bay Dredging Company re Contract No. 3464, Cedar Point-Coquille Project. Claim additional payment over and above contract price for delay caused - $11,839.24.**

Acknowledged by _____ Referred to ___ Smith ✓ _____

XX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO W. C. WILLIAMS

_____

_____

Assignment executed _____ Report received _____

Remarks:

TELEPHONE 1401

COOS BAY DREDGING COMPANY

JACK McLEOD, PRESIDENT

GENERAL CONTRACTORS

READYMIX CONCRETE

COOS BAY, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

October 17, 1952

Oregon State Highway Commission
Salem, Oregon

Re: Contract 3464

Gentlemen:

Reference is made to our Contract No. 3464 awarded February 23, 1951, known as the Cedar Point - Coquille Project.

As you know, our equipment on the above mentioned project was idle due to delays in no part caused by us, and that as a result we suffered substantial damage. We hereby make claim for an additional payment over and above the contract price for the delay caused us, said damages being in an amount in excess of $11,889.24. However, if settlement is made now we are willing to accept said amount in full payment.

There is attached to this letter an itemized statement of said costs, and request is hereby made for payment of the same. Our records are available for your inspection at any time.

Thanking you for giving this matter your attention, we remain,

NOTED
W. C. WILLIAMS

Very truly yours,

COOS BAY DREDGING COMPANY

By Jack McLeod

mr

RECEIVED
NOV 3 1952
OREGON
STATE HIGHWAY COMMISSION

EXHIBIT "A"

Cedar Point Project - 1951
Time Lost Through no fault of ours on Project

1. April 27, 1951, - Cats were stopped grading - No place to work until June 18, 1951.

2. Mountain States Power didn't have locations of poles settled so they could start until May 7, 1951, and completed their moving July 31, 1951.

3. West Coast Telephone stopped on July 13th, 1951, then returned when wall at Folsom's was filled and moved balance of poles August 21st to August 24th, 1951. This work should have been completed when job was commenced in order the equipment could have started at the south end and worked north. The way the moving of the poles, etc. was handled we were forced to jump from spot to spot and work where grade was ready which proved costly to us.

Equipment Rental on Job while idle waiting for the various delays:

D7 Cat & Carryall - Without Operator - gas & oil:					
April 28	- May 13th	12 days	96 hrs	@ 17.00	$1,632.00
June 5	June 18th	11 days	88 hrs	@ 17.00	1,496.00
Grader Rental:					
April 28	- Nov. 30th - Estimated ¼ loss time		372 hrs	@ 8.95	3,329.40
D8 & Dozer Rental:					
April 27	- July 31st	82 days loss			
		Estimated ½ loss time			
		41 days @ 8 hrs. - 328 hrs.		@ 12.45	4,083.60
Lorian Shovel:					
July 10th	- August 1st	19 days @ 8 hrs			
			152 hrs	@ 8.87	1,348.24
					$11,889.24

F-11.(1)

3464

March 12, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3464 for work performed on the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County was completed by the contractor, Coos Bay Dredging Co., Inc., on October 22, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $9,799.15 will be released to the contractor on or after March 23, 1953. The total contract amount is $326,428.00, of which amount $430.57 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD

RECEIVED
1953
FOR FILING

February 27, 1953

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Gentlemen:

The final estimate for State Highway Contract No. 3464, awarded to Coos Bay Dredging Company for work on the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County, has not yet been determined. Inquiry to the Checking and Accounting departments indicates that the final amount will be determined in about a week.

When the final contract amount is known and payment of the final estimate is in order, this office is notified by the Accounting Division concerning the amount of final payment and the total contract amount. We in turn relay this information to the surety as a matter of routine procedure.

As soon as we receive advice on the final contract amount we will be pleased to forward the information to you immediately.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

..., Pres. ... C. ROWLAND, Secy.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

February 25, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Re: Bond No. 57079 - Coos Bay Dredging Company -to-
State of Oregon, as Contract for Cedar Point-
Coquille Section of the Oregon Coast Highway in
and North of Coquille. F.A.P. No. F-172(7).
Contract No. 3464.

Gentlemen:

Under date of February 3, 1953 you advised us that the above captioned contract had been completed and accepted but that the final contract price had not as yet been determined.

If the final contract price has now been established we will appreciate your advices.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

K. M. Mace

K. M. Mace, Asst. Mgr.
Surety Bond Department

ZLC/dh

RECEIVED
FEB 26 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
F-17.(J)

January 14, 1953

Coos Bay Dredging Co.,Inc.
Box 217
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 381 days, from October 31, 1951 to November 16, 1952, within which to complete your contract No. 3466 for grading and paving on the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request to October 22, 1952, the actual completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

pl

cc: Tom Edwards,
Division Engineer

George A. Barnhart,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
1952
FOR FILING

F-12-1

December 24, 1952

Request for extension of time
No. 22
January 6, 1953 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Coos Bay Dredging Company for an extension of time on Contract No. 3464, Cedar Point-Coquille Section of the Oregon Coast Highway, from October 31, 1951 to November 16, 1952.

All grading and paving on the main roadbed was completed by the specified completion date. However, there were some sidewalks, curbs, and miscellaneous minor details which had to be carried over into the 1952 season. The sub-contractor on the paving also had the Bunker Hill-Delmar Section and, because of the urgency of completing this project, he was requested by the State to defer work on the Cedar Point-Coquille Section until completion of the Bunker Hill-Delmar Unit.

This contract was actually completed on ~~November~~ October 22, 1952 with no inconvenience to the public or additional expense to the State, and I therefore recommend the extension be granted to that date without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith

HGS lg

RECEIVED
DEC 1952
FOR FILING

December 17, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3464, Cedar Point - Coquille Section of the Oregon Coast Highway, Ore. F-172 (7), from October 31, 1951, to October 22, 1952, to the Coos Bay Dredging Company, Contractor.

All grading and the paving on the main roadbed was completed by the specified completion date. However, there were some sidewalks, curbs, and miscellaneous minor details which had to be carried over into the 1952 season. The subcontractor on the paving also had the Bunker Hill - Delmar Section and, because of the urgency of completing this project, he was requested by the State to defer work on the Cedar Point - Coquille Section until the Bunker Hill Unit was completed.

The overrun in time caused no inconvenience to the public, and no additional expense was incurred. I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
NOV 26 1952
FOR FILING

F-D-6(2)
3461

November 26, 1952

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Coos Bay Dredging Co.,Inc. in connection with contract No. 3461, for grading and paving on the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $18,479.72, will be released on or after December 5, 1952. The retained percentage is $9,792.64.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Hansen & Rowland,Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland,Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

RECEIVED
FOR FILING

F-172(7)

October 27, 1952

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 22, 1952, on Contract No. 3464, Cedar Point-Coquille Section, in connection with Federal Aid Project No. F-172(7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

DBF/ejs

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25, 1952, 19

Section Cedar Point-Coquille

Highway Oregon Coast

Contractor Coos Bay Dredging Co.

Date of contract 2/23/51, 19

Date work started 1/9/51, 19

Amount of contract $335,684.26

Kind of work Grading & Paving

Section prefix 6-1040

Contract number 3464

Date of completion , 19

Estimated date of completion 10/22/52, 19

Per cent of time elapsed 245. %

Estimated cost of completed project, exclusive of engineering $331,742.27

Per cent of contract completed, based on total contract price 100. %

Engineering cost to date $21,226.27, % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Porter W. Yett finished Asphaltic Concrete work this week, Oct. 22, 1952, Road approaches and street connections.

NOTED
H.G. SMITH

Signed F. W. Barnhart Res. Engr.

Address P.O. Box 621 North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.26	2.26			
Miles partially completed					
Miles completed	2.26	2.26			
Total estimated quantities	54,240.2	25,492			13,400-
Estimated quantities moved or placed to date	54,240.2	25,492			13,400-
Average daily quantities	0	0			-
Average daily quantities necessary to complete project on time	-	-			-
Number shifts per day	1				
Hours per shift	?				
Average force on project for week	?				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers 1, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Barber Green 1, . Trucks ?, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	P artlycloudy		
Wednesday	Foggy		
Thursday	Rain		
Friday	Cloudy		
Saturday	"		

STATE PRINTING DEPT. 48418

RECEIVED
1952
FOR FILING

October 17, 1952

Mr. H. P. Fetters, Manager
Coos-Curry Farmers' Cooperative
Bullards Route
Coquille, Oregon

Dear Mr. Fetters:

In reply to your letter of October 16, 1952, just received, I wish to say that Coos Bay Dredging Company's contract No. 3464 for grading and paving the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County has not as yet been declared officially completed, although it is my understanding that final work on the project was to be finished possibly today.

Before the records of the Highway Department are closed on the subject, it will be necessary for the finished job to be formally accepted by the State Highway Commission. I anticipate that the Commission will take such formal action at its November meeting, but it is yet too early to know definitely. The time is too short to have it accepted by the Commission at its meeting next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

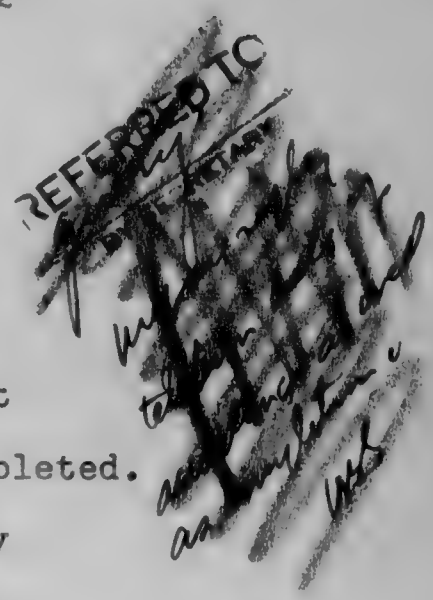
...regon

Phone 10-R-12, Arago, Oregon

Coos-Curry Farmers' Cooperative

Bullards Route
COQUILLE, OREGON
Phone 2-R-11

October 16, 1952



Oregon State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer

Dear Sir:

Will you kindly advise the date Contract No. 3464 was completed, if same has been completed.

This is the contract awarded to Coos Bay Dredging Co. for grading and paving the cedar point--Coquille section of the Oregon Coast Highway here in Coos County.

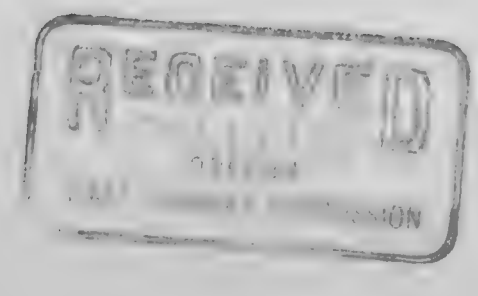
As stated in our letter of July 16th, we have an agreement with Porter W. Yett which is in effect until 60 days after completion of the above contract, and we wish to close the agreement as early as possible.

Yours very truly,

H P Fetters

H. P. Fetters, Manager

HPF:vl



RECEIVED
1952
FOR FILING

(17 (1)
3464

September 8, 1952

Oregon State Highway Commission

Gentlemen:

[illegible]

[illegible]

Yours very truly,

[illegible]
State Highway Engineer

WCW:me hi
cc Mr. S. H. Probert
Mr. C. H. Maison

Salem, Oregon
August 25, 1952

Mr. Tom Edwards
Division Engineer

Mr. E. A. Collier
Maintenance Engineer

Mr. F. B. Crandall
Traffic Engineer

Mr. D. J. Sage
District Maintenance Supervisor

Attached is a copy of a resolution, adopted by the Highway Commission August 18, 1952, providing for a one-way grid system at the junction of the Oregon Coast Highway and the Coos Bay-Roseburg Highway in the City of Coquille.

Distribution of this resolution is as follows:

Secretary, Highway Commission	1
City of Coquille	1
County and City Relations	1
Division No. 3	1
Maintenance	1
Traffic	1
D. J. Sage, DMS	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:mm
Att.

cc: Mr. G. C. Hester

R E S O L U T I O N

WHEREAS, the State Highway Commission entered into an agreement dated January 24, 1951, with the City of Coquille, Coos County, Oregon, covering that portion of the Cedar Point-Coquille Section of the Oregon Coast Highway located in the City of Coquille; and

WHEREAS, this agreement established a one-way grid system at the junction of the Oregon Coast Highway and the Coos Bay-Roseburg State Highway within the City of Coquille but nothing in the said agreement precisely designated the route of the Highways or definitely established maintenance responsibility; and

WHEREAS, it is the purpose of the Highway Commission to take official action to clarify and set forth these matters and to impress them upon the records of the Commission;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED by this Commission, all members being present and affirmatively voting, as follows:

1. The following named streets or portions or units thereof are hereby designated as parts of the State Highway system pursuant to the authority vested in the Highway Commission by Section 100-122, O. C. L. A. Said streets or portions thereof shall be maintained by the State from curb to curb, and are listed herein under the particular Highway of which they become a part:

August 18, 1952

jfw
7/31/52

Oregon Coast Highway, State Highway No. 9:

Taylor Street and the extension thereof from the West boundary of the City to Front Street.
Second Street from Taylor Street to Willard Street.
Willard Street from Second Street to Front Street.
Front Street from the Coquille River to Taylor Street.

Coos Bay - Roseburg Highway, State Highway No. 35:

Hall Street and the extension thereof from Third Street to the South boundary of the City.
Third Street from Taylor Street to Hall Street.
Second Street from Taylor Street to Hall Street.
Front Street from Taylor Street to Hall Street.

2. There is attached hereto, marked Exhibit "A" and by this reference made a part hereof, a print on which there is shown, colored in blue, the streets, or portions thereof, which are herein designated as a part of the Oregon Coast Highway, and there is also shown on said print, colored in yellow, the streets, or portions thereof, which are herein designated as a part of the Coos Bay - Roseburg Highway.

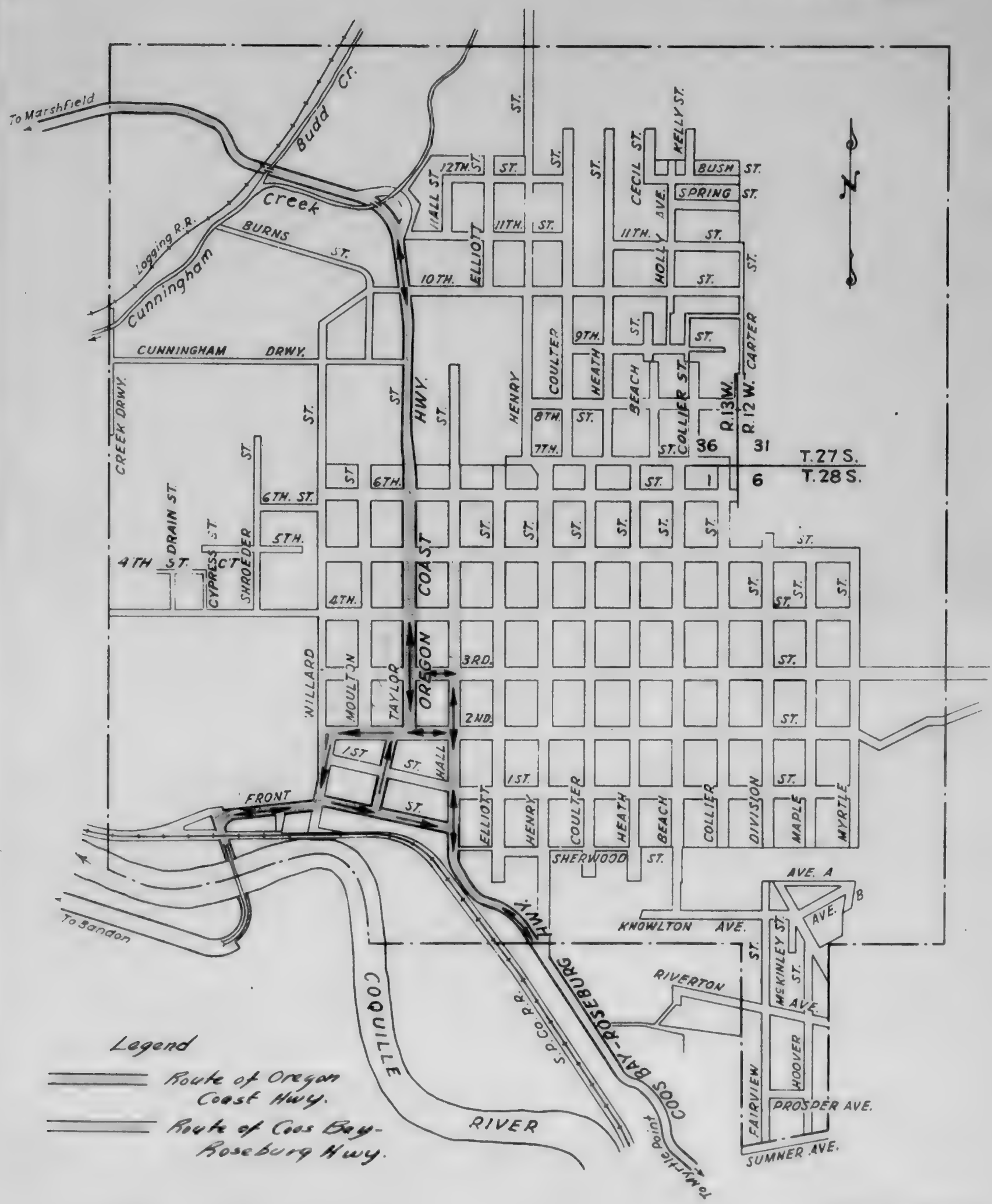
3. This resolution shall be entered in the minutes and records of the Commission on this 18th day of August, 1952, and the Secretary hereof is directed to mail to the City of Coquille, Coos County, Oregon, a duly certified copy thereof.

jfw:jfw

COQUILLE

Scale 1 800'

Exhibit A



Legend

Route of Oregon Coast Hwy.

Route of Coos Bay-Roseburg Hwy.

Rev 3-22-49

FORM E-30X 25M 6-50 42269

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1952

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

NOTED
J. F. HAGEMANN

RECEIVED
JUL 21 1952
ENGINEER

On June 24, 1951, the State Highway Commission entered into an agreement with the City of Coquille covering that portion of the Cedar Point-Coquille Section of the Oregon Coast Highway in Coquille. This agreement, among other things, established a small one-way grid system at the junction of the Oregon Coast State Highway and the Coos Bay-Roseburg State Highway; however, nothing in the agreement designated the actual route of the Coos Bay-Roseburg Highway or definitely established maintenance responsibility.

To clarify this matter it is requested that a resolution be prepared in accordance with the provisions of Sec. 100-122, O.C.L.A., for adoption by the Highway Commission designating the following streets as the routes of the Oregon Coast Highway and the Coos Bay-Roseburg Highway within the City of Coquille.

Oregon Coast Highway No. 9

Taylor Street and the extension thereof from the west city boundary to Front Street.
2nd Street from Taylor Street to Willard Street.
Willard Street from 2nd Street to Front Street.
Front Street from the Coquille River to Taylor Street.

The Coos Bay-Roseburg Highway No. 35

Hall Street and the extension thereof from 3rd Street to the south city boundary.
3rd Street from Taylor Street to Hall Street.
2nd Street from Taylor Street to Hall Street.
Front Street from Taylor Street to Hall Street.

Enclosed are seven copies of a small city map to be attached as an exhibit to copies of the resolution. The route of the Oregon Coast Highway is shown in blue in this exhibit and that of the Coos Bay-Roseburg Highway in yellow.

Six copies of the resolution, in addition to any for the Legal Department, are required.

W. C. Williams
Assistant State Highway Engineer

cc: John W. Cattrall
Encl.

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

SUBJECT:
Maintenance on One-Way Street System in Coquille

To:
Mr. Tom Edwards
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

RECEIVED
JUN 20 1952
ENGINEER

Dear Sir:

The Highway Commission entered into an agreement (Misc. C. & A. #1266) with the city of Coquille in January, 1951, in which the city agreed to pass certain parking and traffic ordinances on several streets in the South part of Coquille in connection with a one-way street system. This agreement does not establish any of the streets as state highways. Attached is a map on which we have shown streets involved, and the direction of travel as covered by the agreement.

A resolution designating the additional streets as state highways will be prepared by the County & City Relations Division, and presented to the Highway Commission for approval. When this designation is complete we will automatically become responsible for maintenance of the streets from curb to curb. In the meantime, we should take care of any curb to curb maintenance that is needed. The blocks which form connections from the Coos Bay-Roseburg to the Coast Highway will be considered a part of the Coos Bay-Roseburg, and maintenance costs should be charged to the Coos-Bay-Roseburg, accordingly. Maintenance of the blocks forming the one-way system on the Coast Highway should, of course, be charged to the Coast Highway prefix. When this new resolution is approved, we will see that you receive copies.

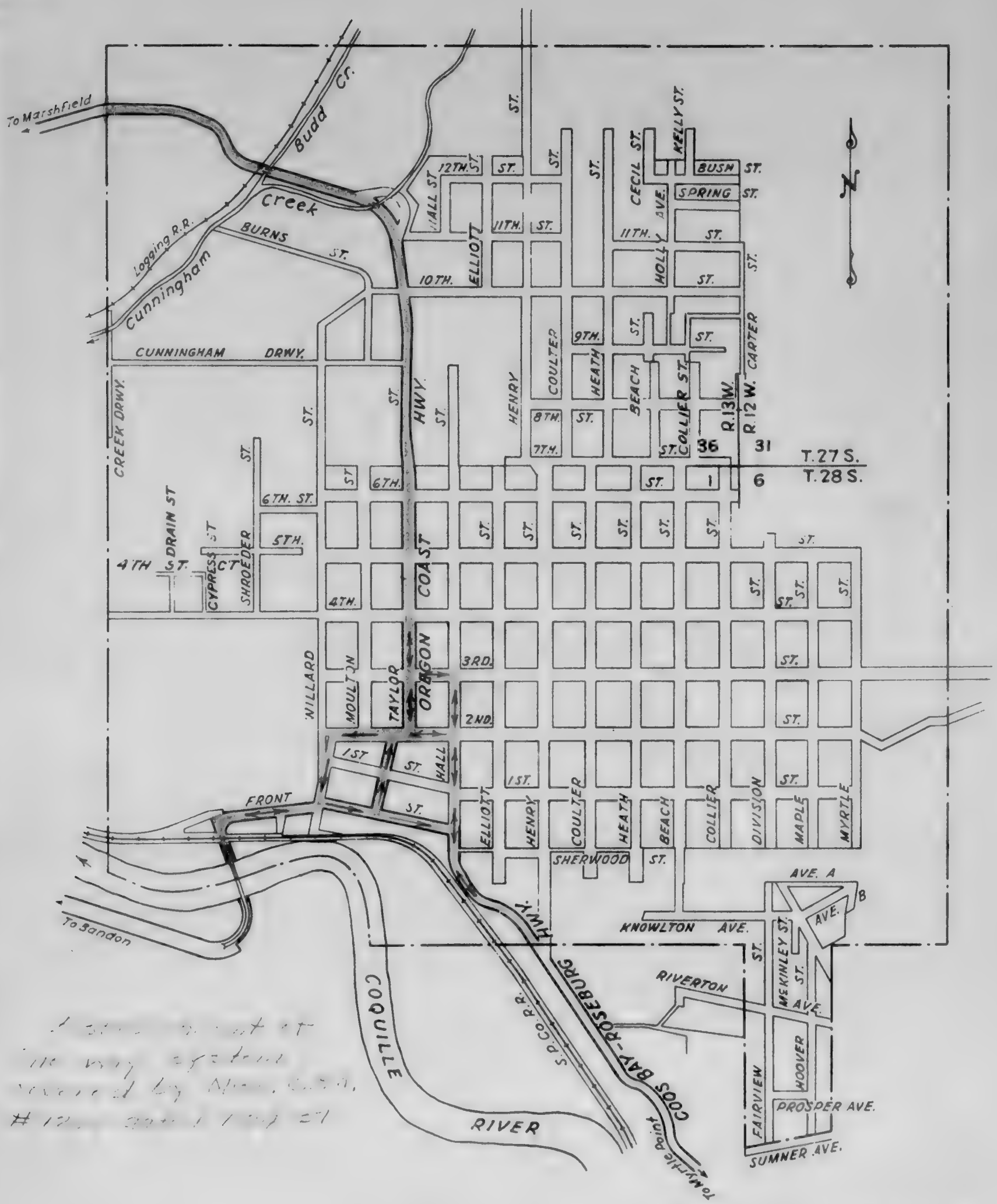
Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

JB:dk
cc W. C. Williams
J. W. Cattrall

COQUILLE

Scale 1 800'



Rev 9-22-49

13.

RECEIVED
JUL 21 1952
FOR FILING

July 17, 1952

Coos-Curry Farmers' Cooperative
Bullards Route
Coquille, Oregon

Attention: H. P. Fetters, Manager

Gentlemen:

We have your letter of July 16 concerning your agreement with Porter W. Yett in regards to a State Highway Contract which you describe as "covering the surfacing of Highway 101 south of the south end of the four-lane highway to Coquille".

We believe that the contract to which you refer is known to us as Contract No. 3464 awarded to Coos Bay Dredging Company, Inc., for grading and paving the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County. It is our understanding that Mr. Yett performed work as a sub-contractor on this job, which to date has not been completed. The contract is better than 95 per cent completed at this time, and it is expected that it will be done by the first of August.

If your agreement pertains to some other contract, please let us know and we will be glad to provide further information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

411, Bandon, Oregon

Phone 10-R-12, Arago, Oregon

Coos-Curry Farmers' Cooperative

Bullards Route
COQUILLE, OREGON
Phone 2-R-11

July 16, 1952

2464

State Highway Department
Salem, Oregon

Dear Sir:

We have a rental agreement with Contractor, Porter W. Yett, covering certain parts of our property.

This agreement is to terminate 60 days after the completion of his contract with the State Highway Department covering the surfacing of Highway 101--South of the south end of the 4-lane highway, to Coquille.

This paving was done last summer but we do not have the exact date it was completed, nor do we know definitely that it has been officially completed.

We will appreciate your letting us know at your earliest convenience the closing date, or if not yet closed, the status of the contracts at the present time.

Yours very truly,

H. P. Fetters

H. P. Fetters, Manager

HPF:vl

RECEIVED
JUL 17 1952
OREGON
STATE HIGHWAY COMMISSION

BY SECRETARY

RECEIVED
FOR FILING

Indexed
Alphabetically

Sanford Heights
Coquille, Ore.
May 16, 1952

Mr. G. A. Barnhart:
P.O. Box 621
North Bend, Ore.

Dear Mr. Barnhart:

We are re-submitting our bill for moving our water lines from the State Highway right-of-way in accordance with our letter of 4/16/52.

The submitting of our ~~re~~ billing does not in any way mean we agree with your method of reading our original bill, but since we took it for granted the Highway Department would be fair about the matter and did not attempt to get an agreement prior to doing the work, it appears that we're stuck with little compensation for the long and hard hours the people concerned spent in moving the line.

Our objections are:

1. The Highway Dept. knew there was a pipe line in existence but made no effort to make arrangements seeing it was moved well in advance of construction. Since the moving of buildings was a great concern, we do not see why the moving of a water line serving some 75 families was not important. This meant the line had to be moved under emergency conditions which naturally is always more expensive.

2. The pipe line could not be placed underground until the Highway construction was completed. This made a temporary installation necessary. We did not charge for replacing the pipe line in a permanent manner. The area affected has since been annexed to the City of Coquille and they are now in the process of installing a new line. However, the value of the Co-op's system has been reduced to almost nothing because it is in a temporary condition. This is a definite financial loss to the people for which no charge was made.

3. The Co-op cooperated 100% with the Highway Dept. and the contractor so there would be no delay in construction.

4. We made no charge for materials that were used in the temporary line. The City of Coquille loaned us about 750' of 2" pipe, some of which cannot be salvaged, and we had to spend almost $1000. in cash for other pipe and fittings. Since this material had to be purchased under emergency conditions, we had to buy what pipe was available. In one instance we purchased 200' of 1¼" pipe, which was the largest available. We do not have normal use for this size on our system. Obviously we will take a loss on this in resale which will be abnormal and will also have to make an expenditure for salvage of it.

5. We did not bill you for all man hours that were spent on the job. In fairness, we realized that if a private contractor had done the job, he would have been able to better distribute his workers

so there would be a minimum of lost time through idleness, which we did have at times. Our man-hours were reduced accordingly.

6. Had this job been done by a contractor, there would have been many other charges added to it, such as equipment, travel, and overhead. Our bill shows none of this.

7. Because the men that did the work had a direct interest in seeing that is was completed as soon as possible, there was no question that more than value received was given in work performance.

8. The people of Sanford Heights who own the system were greatly inconvenienced by the water outages during the time of moving the line as well as later through breaks in the line (two caused by the contractor, one when the temporary line under the fill broke).

The original bill was fair and reasonable. Perhaps we should have done as many others did in making our demands loud and clear before highway construction and the moving of the line was started, but are we to be penalized because of our fairness and cooperation?

Do you honestly feel that a contractor would have moved the 180 feet of pipe in such a manner as to be clear of construction and then replaced it permanently for less than the $367.60?

We ask for your reconsideration of our original billing.

Sincerely,

SANFORD HEIGHTS WATER CO-OP

L. V. Bahr, Secretary-Treasurer.

cc: State Highway Commission
Salem, Ore.

RECEIVED
FOR FILING

Indexed
Alphabetically
Stonecypher
Packing Co.

Salem, Oregon
February 14, 1952

Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Herewith copy of a communication from the Stonecypher Packing Company, Coquille, Oregon.

Please investigate this driveway the next time you are in Coquille, arranging by phone for an appointment with Mr. Stonecypher before you leave. The turn from the highway should be flared enough to permit the movement of these larger trucks.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Stonecypher Packing Company
Coquille, Oregon

Coquille, Oregon
February 8, 1952

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to file our protest to the condition of driveway, as constructed, to our place of business. The driveway is through the property of Scott Haddix but we hold a right of way. We were not consulted, at any time, in regard to a satisfactory entry way.

The above mentioned driveway is near the Cedar Point Junction on the recently completed Cedar Point-Coquille Highway. Due to a lowered road bed our drive way was left very steep and is so narrow that large trucks are almost unable to make the turn from the highway. We conduct a wholesale meat business and do custom slaughtering which requires the use of large cattle trucks as well as freight trucks. Large Trucks entering and leaving the highway must swing so wide that it is definitely creating a traffic hazard.

Will you please investigate this driveway immediately and make the necessary changes.

Yours very truly,

Stonecypher Packing Company

By Lee Stonecypher
Manager

REFERRED TO
Mr. Haddix
BY SECRETARY

RECEIVED
FOR FILING

Indexed
Alphabetically
Rooney, Anna M.

3164

Salem, Oregon
February 8, 1952

Mr. H. G. Smith

In the matter of the Anna M. Rooney complaint because the entire front of her property has not been filled in, on the Cedar Point-Coquille Section, I have a report from Mr. Edwards as follows:

Inspection of the property indicates that the State has complied with all the terms of its option and that the ditch should not be filled in. Mr. Edwards does recommend, however, that we do the following things:

1. Rectify a slight drainage fault at a cost of $150.

2. Place a sight post along the ditch.

3. Place a single plank on the sidewalk side.

I recommend that we proceed with the first two items and that you so instruct Mr. Edwards. I do not understand the third item at all, but it would seem a very minor matter and, if it accomplishes any purpose, do this also.

W. C. Williams

WCW:ms

cc Mr. E. A. Collier
Mr. Tom Edwards

FORM E-30 25M 8-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6th, 1952

SUBJECT: Assignment No. 3165, Jan. 30
Anna M. Rooney, Complaint
Cedar Point-Coquille Section
US 101

To:

Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Sir:

With regard to your Assignment No. 3165 and your copy of Mr.H.G.Smith's letter of January 16th relating that Anna M. Rooney was complaining because the entire front of her property on the Cedar Point-Coquille Section had not been filled in.

Mr. Edwards in his letter of February 4th, a copy of which is enclosed herewith, relates that Mr. Lytle, Mr. Smith, Mr. Sage and himself have all inspected this property and feel that we have complied with all the terms of our option and also that the ditch should not be filled in. His letter also relates that the lady has been paid to construct a parking area on her own property and also for a tree which is standing thereon.

Mr. Edwards recommends that we do two things. First, that we rectify a slight drainage fault at the cost of $150 and second, that we place a sight post along the ditch and place a single plank thereon on the sidewalk side. Just what this would accomplish, he does not say. It is our belief that with the exception of the two items recommended above that we have no further obligations and we concur with the recommendations of Mr. Edwards.

Very truly yours,

E. A. Collier
Maintenance Engineer

By: L R Chandler
L. R. Chandler
Assistant Maintenance Engineer

LRC:arg
cc
Encl. 2

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6th, 1952

SUBJECT:
Assignment No. 3165, Jan. 30
Anna M. Rooney, Complaint
Cedar Point-Coquille Section
US 101

To:

Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Sir:

With regard to your Assignment No. 3165 and your copy of Mr.H.G.Smith's letter of January 16th relating that Anna M. Rooney was complaining because the entire front of her property on the Cedar Point-Coquille Section had not been filled in.

Mr. Edwards in his letter of February 4th, a copy of which is enclosed herewith, relates that Mr. Lytle, Mr. Smith, Mr. Sage and himself have all inspected this property and feel that w have complied with all the terms of our option and also that the ditch should not be filled in. His letter also relates that the lady has been paid to construct a parking area on her own property and also for a tree which is standing thereon.

Mr. Edwards recommends that we do two things. First, that we rectify a slight drainage fault at the cost of $150 and second, that we place a sight post along the ditch and place a single plank thereon on the sidewalk side. Just what this would accomplish, he does not say. It is our belief that with the exception of the two items recommended above that we have no further obligations and we concur with the recommendations of Mr. Edwards.

Very truly yours,

E. A. Collier
Maintenance Engineer

By: L R Chandler
L. R. Chandler
Assistant Maintenance Engineer

LRC:arg
cc
Encl. 2

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 4, 1952

SUBJECT:

To:

E. A. Collier
Maintenance Engineer

Attention: L. R. Chandler

Dear Sir:

Reply is made to your letter of January 31st concerning the approaches to the Anna M. Rooney property, Cedar Point-Coquille Section, Oregon Coast Highway.

Mr. Sage, myself, Mr. Smith and Mr. Lytle have all inspected this property and feel that the ditch which Mrs. Rooney refers to should not be filled in. I have inspected the option and have inspected the right of way buyers final report on the section and find that we have complied with all of the terms of the option.

Mrs. Rooney has made considerable complaint do to the fact that she has no parking area on which grocery delivery trucks, milk wagons, etc. can park while bringing supplies to her store. Inspection of the right of way agent's final report indicates that Mrs. Rooney was paid a sum to gravel a parking area lying easterly from her store. A check with the Resident Engineer indicates that in attempting to settle the controversy at an earlier time, he would have filled in the parking lot and graveled it for Mrs. Rooney, but that she objected on the grounds that it would destroy one of her apple trees. A check of the right of way agent's report indicates that she was paid a nominal sum for this tree and therefore must definitely understood that it could be removed.

I could find no reason for any further work on the Rooney property with one exception, namely, that of drainage. I find that a drain ditch came across the street known as Roosevelt Street immediately back of her property and drained across her property into the highway ditch, then turned at right angles and flowed westerly. The culvert installation under the approaches, built under the terms of the Rooney option, are slightly high with reference to the drainage that comes across Roosevelt Street. There is some slight ponding

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 4, 1952

SUBJECT:

To: E. A. Collier
Page 2

of water on the Rooney property and Mrs. Rooney claims that her septic tank drainfield does not work properly. To alleviate this condition, I would recommend that we install a 12" pipe about 60' in length to pick the drainage up from Roosevelt Street and dump it into our ditch at a lower elevation. The cost will be approximately $150. I would recommend further that site post be placed around the deep ditch to which Mrs. Rooney refers and that a single plank be nailed thereon on the side walk side. Any other installation would invite the parking of service trucks opposite the Rooney store which would be very detrimental. The highway at this particular point is on a transition section having two lanes on the northerly side to the east, one lane of the northerly side westerly from the Rooney store. Any parking of vehicles would crowd the transition section and should not be permitted. With your approval, I will instruct D. M. S. Sage to correct the drainage and to install the site post. The overall cost will be approximately $200.

Very truly yours,

Tom Edwards

TOM EDWARDS,
Division Engineer

TE:rw

cc H. G. Smith
D. J. Sage

ASSIGNMENT

No. 316
By _____

January 30, 1952

Description: H. G. Smith's letter of January 16 re complaint by Anna M. Rooney because ~~xxx~~ entire front of her property has not been filled in (Cedar Point-Coquille Section)

Acknowledged by _____ Referred to __ Collier _____

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply PLEASE RETURN TO __ signature
Please prepare for _____ W. C. WILLIAMS _____

Assignment executed 2-8-52 Report received _____

Remarks:

FORM S-20 25M 6-51 49718

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16th, 1952

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O f f i c e

Dear Sir:

Anna M. Mooney has complained because the entire front of her propery has not been filled in on the Cedar Point-Coquille Section, but both Mr. Lytle and Mr. Edwards have advised that we have complied with the right of way agreement and given her an access to her parking lot and an access to the other side of her building for private use. If we were to fill in the entire front of her building, the public would be parking there and backing over the highway, which is to be avoided.

It may be that the open ditch in front of her place is somewhat hazardous, but I think that could be corrected by placing a few guard fence posts as we have done in numerous other instances.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. L. Porter

NOTED
J. W. CATTRALL

Salem, Oregon
November 27, 1951

Mr. W. C. Williams
O F F I C E

NOTED
J. F. HAGEMANN

Attached is a copy of a letter from Mr. Caughell, City Recorder of Coquille, containing recommendations for changes in the recently established one-way traffic grid in that city.

I have discussed this matter with Mr. Al Head who recommends that the Traffic Department study the present one-way grid and also the recommendations made by the city. Mr. Head further stated that in the near future they will be making a Speed Control Board investigation in Coquille and that they could handle this at the same time.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

NOTED
Harold C. A[illegible]s

November 27, 1951

Mr. C. C. Caughell
City Recorder
Coquille, Oregon

Dear Sir:

I wish to acknowledge receipt of your letter of November 24 in which you express the City Council's recommendations for changes in the recently established one-way traffic grid in the City of Coquille.

A field study of the present one-way traffic grid and an investigation of the City's recommendations will have to be made before any decisions can be reached. I am turning your letter over to the State Highway Engineer for further consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

cc: Mr. W. C. Williams

CITY OF COQUILLE
OREGON

November 24, 1951

Mr. John W. Cattrall, Engineer
County & City Relations
State Highway Commission
Salem, Oregon.

RECEIVED
NOV 26 1951
ENGINEER

Dear Mr. Cattrall:

At a meeting of the Common Council held on the 19th day of November, 1951, the following motion was passed:

"On motion of the Council the following items governing the flow and regulation of traffic on certain streets in the City of Coquille were recommended to the State Highway Commission for re-consideration:-

1. Angular parking of vehicles on Hall Street from Front Street to Third Street.

2. Permit parking of vehicles on one side only of Front Street, from Willard Street to Ferry Street.

3. Eliminate one way traffic on Front Street, from Hall Street to Taylor Street, and establish Hall Street as a truck route.

4. Lower the "Stop" sign on Front Street entering into Hall Street.

5. Permit parking of vehicles on the East side of Taylor Street, from 4th Street to 10th Street.

6. Mark or designate "One Way Traffic" more clearly at the intersection of Hall Street and Front Street.

7. Restore "Stop" sign on Hall Street entering into Front Street."

The Council feels, that after observing the effects of regulations recently established on the one-way traffic grid in the City, the above changes would be of material benefit.

Yours very truly,

C. [illegible] Caughell,
Recorder

NOTED
J. W. CATTRALL

October 30, 1951

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

This is to acknowledge receipt of a copy of excerpts taken from the minutes of the October 12 Council meeting relating to operation of motor vehicles on the one-way grid system within the City of Coquille.

These excepts have been compared with the provisions of the agreement dated January 21, 1951, between the State Highway Commission and the City of Coquille and have been found correct with two exceptions. In paragraphs 14 and 16 there are no provisions for through traffic from the northern terminus of Taylor Street to the westerly city limits and from the southern terminus of Hall Street to the southerly city limits.

It would be appreciated if the City Council would adopt supplemental provisions to provide for through traffic from the termini of the above named streets and submit a copy to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

DONALD FARR, *Mayor*
C. G. CAUGHELL, *Recorder-Treas.*
TALLANT GREENOUGH, *Attorney*
JOE A. KUFFLER, *Engineer*
ATHEL DUDLEY, *Marshal*

CITY OF COQUILLE
OREGON

COUNCILMEN
GEO. F. BURR, *Chairman*
W. C. MASON
ERNEST J. KUNTZ
CLARENCE BARTON
ED PARENT
IVAN SMALLEY

October 24, 1951

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
Engineer, County & City Relations
State Highway Commission
Salem, Oregon.

Dear Mr. Cattrall:

Herewith enclosed excerpts taken from the minutes of the meeting of the Common Council held on the 12th day of October, 1951 relating to rules and regulations governing the operation of motor vehicles on certain streets in the City of Coquille, dealing directly with your program for a one-way grid within the city.

You will note the within has been certified to be a true extract copy.

I trust the same meets with your approval.

Yours very truly,

C. G. Caughell
Recorder.

CGC:h
encl.

RECEIVED
OCT 25 1951
ENGINEER

Coquille, Oregon, October 12, 1951

"The Common Council of the City of Coquille, Coos County, Oregon met in special session at 5:30 o'clock P. M. on the above mentioned date with Mayor Farr presiding. Officers and councilmen were present as follows:- Mayor Farr, Recorder Caughell, Attorney Greenough, Engineer Kuffler, and Councilmen Barton, Kuntz, Mason and Smalley. Councilmen Burr and Parent being absent. - - - - - - - - - -

A motion was made, seconded and unanimously carried that pursuant to the provisions of Section 6, Ordinance No. 232, adopted by the Common Council, and approved by the Mayor on the 2nd day of October, 1933, the following rules and regulations governing the operation of motor vehicles and other vehicles on certain streets in the City of Coquille, be established:-

1. That Second Street be limited to one-way West bound traffic from the intersection of Second Street and Taylor Street West to the intersection of Second Street and Willard Street.

2. That Willard Street be limited to one-way south bound traffic from the intersection of Willard Street and Second Street south to the intersection of Willard Street and Front Street.

3. That Front Street be limited to one-way East bound traffic from the intersection of Front Street and Willard Street East to the intersection of Front Street and Hall Street.

4. That Taylor Street be limited to one-way north bound traffic from the intersection of Taylor Street and Front Street north to the intersection of Taylor Street and Second Street.

5. That there be no parking of vehicles on Front Street between the Coquille River Bridge and the intersection of Front Street and Willard Street.

6. That there be no parking of vehicles on the Easterly 40 feet of Willard Street between the intersection of Willard Street and Front street and the intersection of Willard Street and Second Street. Said Easterly 40 feet being described as that portion of Willard Street extending 40 feet Westerly from the inside edge of the existing curb line or produced curb line when measured in right angles to the center line of Willard Street.

7. That there be no parking of vehicles on Taylor Street between the intersection of Taylor Street and Fourth Street and the northern terminus of Taylor Street and that there be no parking of vehicles on Highway 101 from the north terminus of Taylor Street to the Westerly city limits of the City of Coquille.

8. That there be no parking of vehicles on the West side of Hall Street south of Third Street for a distance of 50 feet from the intersection of the produced curb lines of the said streets.

9. That there be no parking of vehicles on the south side of Third Street West of Hall Street for a distance of 50 feet from the intersection of the produced curb lines of said streets.

10. That there be parallel parking only of vehicles on Front Street between the intersection of Front Street and Willard Street and the intersection of Front Street and Hall Street.

11. That there be parallel parking only of vehicles on Second Street between the intersection of Second Street and Willard Street and the intersection of Second Street and Hall Street.

12. That there be parallel parking only of vehicles on Taylor Street between the intersection of Taylor Street and Front Street and intersection of Taylor Street and Fourth Street.

13. That there be parallel parking only of vehicles on Hall Street from a point of 50 feet south from the intersection of the produced curb lines of Hall Street and Third Street south to the southern terminus of Hall Street and on Highway 42 from the southern terminus of Hall Street southerly to the southerly city limits of the City of Coquille.

14. That Taylor Street be established as a through street and that cross traffic be required to come to a complete stop before entering or crossing Taylor Street at any and all points.

15. That Front Street be established as a through street between the Coquille River Bridge and the intersection of Front Street and Hall Street and that cross traffic be required to come to a complete stop before entering or crossing Front Street at any place between said points.

16. That Hall Street be established as a through street from the intersection of Hall Street and Third Street to the southerly terminus of said Hall Street and that cross traffic be required to come to a complete stop before entering or crossing said Hall Street at any place between said points.

Check →

17. That Second Street be established as a through street between the intersection of Second Street and Hall Street and the intersection of Second Street and Willard Street and that all cross traffic be required to come to a complete stop before entering or crossing Second Street at any place between said points, except at the intersection of Second Street and Taylor Street.

18. That Willard Street be established as a through street between the intersection of Willard Street and Second Street and the intersection of Willard Street and Front Street and that all cross traffic be required to come to a complete stop before entering or crossing Willard Street at any place between said points, except that west bound cross traffic shall not be required to stop before entering or crossing Willard Street at the intersection of Second Street and Willard Street. - - - -"

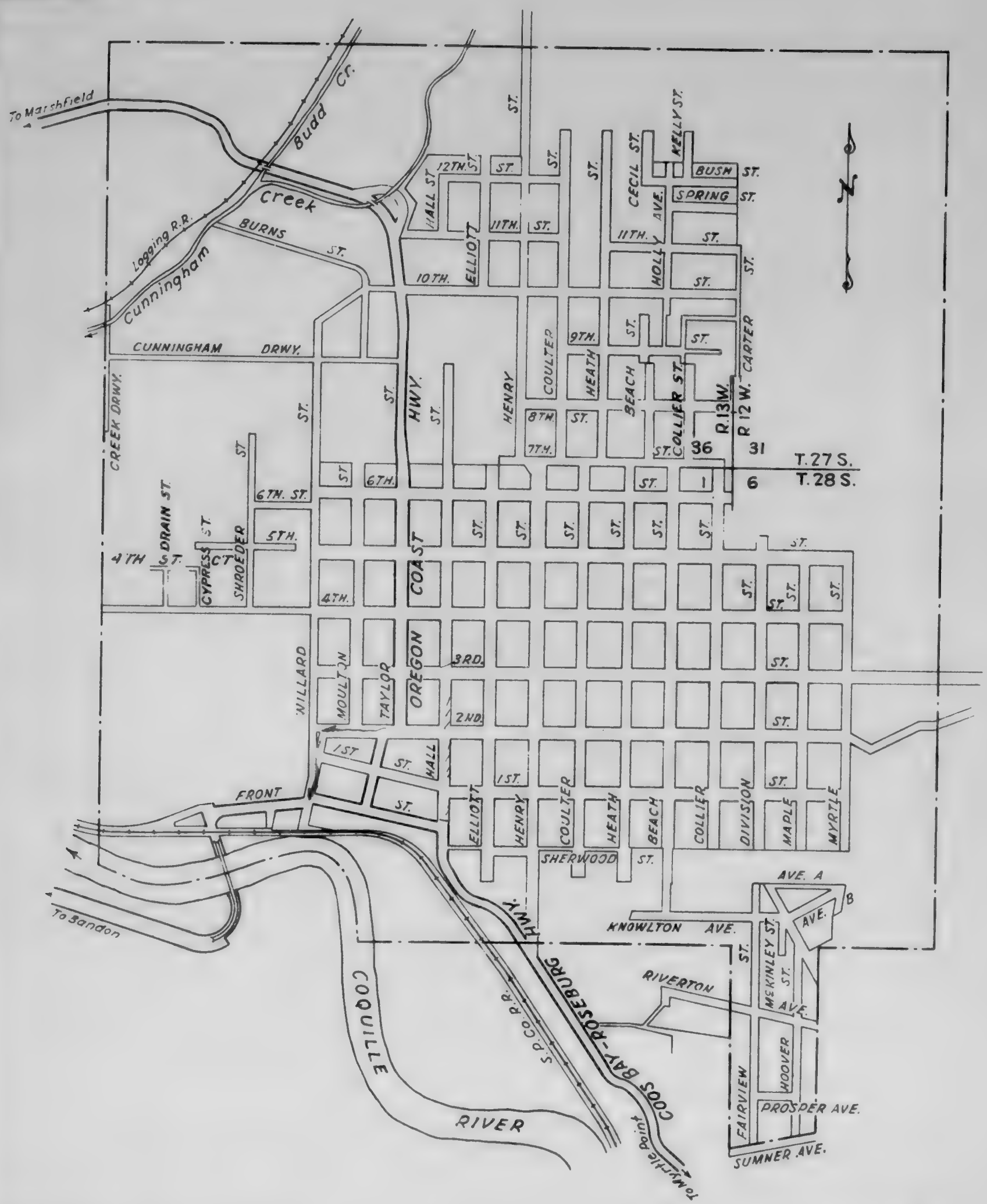
Certified a true extract copy

City Recorder
City of Coquille,
Oregon.

Coquille, Oregon, October 13, 1951.

COQUILLE

Scale 1 800'



Rev 3-22-49

DONALD FARR, *Mayor*
C. G. CAUGHELL, *Recorder-Treas.*
TALLANT GREENOUGH, *Attorney*
JOE A. KUFFLER, *Engineer*
ATHEL DUDLEY, *Marshal*

CITY OF COQUILLE
OREGON

COUNCILMEN
GEO. F. BURR, *Chairman*
W. C. MASON
ERNEST J. KUNTZ
CLARENCE BARTON
ED PARENT
IVAN SMALLEY

October 3, 1951.

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
Engineer, County & City Relations
State Highway Commission
Salem, Oregon.

Dear Mr. Cattrall:

Your letter of September 21, was considered by the Common Council at its regular meeting of October 1st. The subject matter was referred to the City Attorney for preparation of ordinances deemed necessary, and he wished the writer to inform you that the same would be adopted prior to the time the one-way grid is scheduled for operation.

Yours very truly,

C. G. Caughell,
Recorder.

CGC:h

RECEIVED
OCT 5 1951

NOTED
Harold C. Ay[illegible]

NOTED
J. W. CATTRALL

September 21, 1951

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to the agreement between the State Highway Commission and the City of Coquille dated January 24, 1951, which covers the one-way traffic grid which will become effective upon the completion of the Cedar Point-Coquille section of the Oregon Coast Highway.

Under THINGS TO BE DONE BY THE CITY, the agreement provided that an ordinance or ordinances would be adopted by the City covering the provisions as listed in the agreement. The agreement further provided that the City of Coquille would adopt these required ordinance or ordinances as soon as possible under the City Charter and subsequent to the execution of the agreement. In no event was the effective date of the ordinance or ordinances to be later than the completion of the Cedar Point-Coquille project.

It is planned to begin operation of the one-way grid as provided in the agreement between November 1 and 15 of this year. It would be appreciated if the City has not already adopted the required ordinances if they will do so as soon as possible. Please forward a copy of any such ordinances adopted to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

RECEIVED
FOR FILING

Indexed
Alphabetically
Barton, J. S.

Salem, Oregon
September 13, 1951

Mr. J. M. Devers

Under date of August 10 you wrote me that a man by the name of J. S. Barton, of Coquille, came to your office and complained about a state contractor interfering with his water mains at Coquille. He stated that three times his water main had been broken, and he had been told that it was his responsibility to take care of the damage, which apparently he has done but seeks reimbursement.

I have had this matter investigated, and I am advised by both the Resident Engineer and Assistant Division Engineer as follows:

Mr. Barton's water pipe was across the state highway, supposedly covered by permit. We can find no record of a permit being issued to Barton at this particular location, but we do find a permit for two crossings of a water pipe issued in the same locality to a Neil O. Watson. This permit, as do all other pipe line permits across highways, requires the permittee to make any changes or adjustments in the pipe line that may be required by reason of highway construction or maintenance and all such work to be done without cost to the state.

In this instance Mr. Barton was advised by the Resident Engineer, G. A. Barnhart, about one week before the contractor moved onto his property, that his pipe line must be moved. Mr. Barton told the Resident Engineer that he was not going to do it at his cost and did nothing about moving it, neither did he indicate where the pipe line was. The contractor, in starting his excavation, did damage the water pipe by not knowing its location. The water pipe was just under the old pavement and not at a proper depth. This is the only time the pipe was broken by the contractor, but at certain other times a man by the name of Neal Martin, who was hired by Mr. Barton, did move the pipe line in order that the road might be built. Mr. Martin states that the cost of his work for Barton is $26.00, for which he has not been paid.

It appears to me that Mr. Barton has somewhat misrepresented conditions, in that, in the first instance, it was his obligation to move the pipe in advance of construction operations, and even though he did not move the pipe he should have at least informed the contractor of its location.

I recommend that any claim of Mr. Barton's for reimbursement in this matter be denied.

W. C. Williams

WCW:me

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

With reference to Assignment #2848, letter from Mr. Devers sympathizing with the unethical treatment of J. S. Barton of Coquille over his water pipe, I am attaching copies of letters from Tom Edwards and George Barnhart which indicate the pipe was on the existing right of way under permit, and Mr. Barton stubbornly refused to lower the pipe as required by the permit.

If Barton had spent half as much time lowering the pipe as he has in making complaints about it, there would have been no trouble, but apparently from Edwards' letter Barnhart has been advised to adjudicate the matter by offering to pay for the cost of lowering the pipe outside the highway right of way, which is estimated at 50% of his claim. This seems to be an equitable solution.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

cc to: J. M. Devers

ASSIGNMENT

No. 2887

...er 7, 1951

By _____

...ption: Mr. Devers' letter of Sept. 5 enclosing copy of letter of August 29 by Mr. Barton of Coquille setting forth him claim for damage sustained in connection with highway construction (Coquille-Coos Bay Highway)

Acknowledged by _____ Referred to Smith

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO W. G. WILLIAMS FOR FILING

Assignment executed _____ Report received _____

Remarks: Has this come in from the field yet?

WCW

See Report by H. G. Smith,
dated 9/7/51

Pearl

REVISED 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
J. M. DEVERS
Chief Counsel
H. B. GLAISYER
Secretary

Sept. 5, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

I have a copy of a letter written by Mr. Barton of Coquille to the Oregon State Highway Commission under date of August 29, in which he sets forth his claim for damage which he sustained in connection with some highway construction that was done by the State's contractor.

I assume that this claim is being taken care of in the Engineering Department. If, however, there is anything you want me to do, I shall be glad to respond.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED
W. C. WILLIAMS

C
o
p
y

Coquille, Oregon,
August 29, 1951.

Oregon State Highway Department,
Coquille,
Oregon.

Gentlemen:

I enclose statements of:

1- J. H. Van Auken, Plumber, Coquille, Oregon, in the sum of $15.00;

2- Neil C. Watson, Coquille, Oregon, in the sum of $26.50;

3- J. A. Lamb Company, Coquille, Oregon, in the sum of $5.14;

all for material and labor in connection with restoration of water supply to my property on the Coquille-Coos Bay Highway #101, which was destroyed through grading operations fronting the above property July 12th and 16th, on the property deeded by me to the Oregon State Highway Commission for right of way purposes.

This damage was done without notice to either me or my tenant, and occasioned considerable damage to both of us by reason of the disruption of the water service to the buildings on the above property for the greater portion of four days.

I trust that you will take care of these enclosed statements, or see to it the parties responsible for it are required to do so.

Sincerely yours

Encls
JSB:F

(Sgd.) J. S. Barton

J. S. Barton

Copy: Mr. Devers

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Roseburg, Oregon
August 27, 1951

SUBJECT: 6-1040

To: H. G. Smith
Construction Engineer

Dear Sir:

I attach hereto Resident Engineer Barnhart's report on the complaint of Barton on the Cedar Point-Coquille Section of the Coast Highway concerning the breakage of his water pipe.

Barnhart informs me that the water pipe was on the existing Oregon Coast Highway right of way under permit which would require, of course, that he remove it or lower it at his own expense. Barnhart's letter indicates that the breakage was accidental and occurred while excavation was still 2 feet above the pipe. However, it was necessary on two other occasions to lower the pipe line as grading operations progressed.

He informed me further that part of this lowering took place on right of way which we purchased. We would not be liable for cost of lowering the pipe on right of way which was acquired for the project and I have instructed Barnhart to have a bill submitted covering 50 per cent of the cost.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

By: /s/ Tom Edwards

Ass't. Div. Engr.

FORM E-30 25M 11-50 44701

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 17, 1951
Box 716 Coquille, Oregon

SUBJECT: J. S. Barton
Cedar Point - Coquille

To: K. D. Lytle
Div. Engineer
Oregon State Highway
Roseburg, Oregon

Dear Sir:

Mr. Barton came into the office about a week before the contractor was ready to move into the cut in front of his place and ask who was to move his water pipe. I informed him that according to his permit to put a water pipe under and across the highway that he was responsible for the relocation of it in case there was any construction along the highway. He told me that he was not going to pay for it and therefore he did not do anything about moving it before the contractor was ready to work.

Mr. Ellis, the superintendent for the Coos Bay Dredging Co., has been very cooperative with all the people about their water lines, and when he knew where they were he has removed as much of the dirt as he could with his equipment and then moved to another part of the job while the pipes were being moved.

Mr. Barton's water pipe was just under the old pavement, and the first we knew of its location was when it broke. The grading was still about two feet above the pipe.

Mr. Barton hired a man (Neal Martin) to replace the pipe. Each time the contractor had to work through there Mr. Martin dug the pipe up and then replaced it. Therefore the pipe was only broken by the contractor once. The other times by his own man. Mr. Martin also tells me he has not received any pay for his work to date. $26.00 is the amount of Mr. Martin's bill.

Very truly yours,

G. A. Barnhart
Resident Engineer

ust 13, 1951 ASSIGNMENT

No. 2848
By

ription: Mr. Devers' letter of August 10 regarding complaint J. S. Barton of Coquille regarding broken water main

Acknowledged by _____ Referred to - Smith ✓ _____

Investigate and report with recommendation
xxxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 9-10-51 mc Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

...ISSIONERS
...R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 10, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

...E RETURN TO
W. C. WILLIAMS
FOR FILING

A man by the name of J. S. Barton of Coquille was in the office today complaining about the kind of treatment he is getting from the highway contractor. He says that three times the water main which serves in the building has been broken. He has each time fixed it at his own expense, but he says he's been told it is his responsibility and he will have to take care of it no matter how many times it is broken.

I don't know the name of the contractor, but if this man is correctly stating the situation, then I think attention should be given at once because we are not permitted to do that kind of thing.

I wish you would inquire and see whether or not the situation is as it has been represented to me. I know Mr. Barton and have always found him to be a high type citizen, and he said that if the State is permitted to do as it has been doing to him, we will not build up very friendly relations.

I will appreciate your attention to this matter.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED
J. W. CATTRALL

July 30, 1951

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

NOTED
J. F. HACEMANN

Dear Mr. Caughell:

I am replying to your letter of July 23 regarding the copy of the agreement dealing with the proposed one-way grid system in the City of Coquille.

Under the date of January 29, 1951, Mr. H. B. Glaisyer, Secretary to the Oregon State Highway Commission, forwarded one fully executed copy of this agreement to the City of Coquille. This letter was addressed to you as City Recorder, City Hall, Coquille.

Since this correspondence appears to have gone astray, enclosed please find a copy of this agreement to replace the one that has been lost. This copy does not have the signatures as the previous one did; however, it has been certified to be a true and correct copy by Mr. Glaisyer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

CITY OF COQUILLE
OREGON

July 23, 1951

NOTED
J. F. HAGEMANN

Mr. John W. Cattrall
Engineer, County and City Relations
State Highway Commission
Salem, Oregon.

NOTED
Harold C. Ayers

Dear Mr. Cattrall:

Under date of December 21, 1950, you advised this office that you had received two copies, executed by the proper city officials, of the agreement covering the proposed one-way grid system in the City of Coquille.

As I do not find any further communications relative to these contracts, and am unable to discover a copy thereof in our files, was wondering if one copy should not have been returned for our records.

Sincerely yours,

C. G. Caughell
Recorder.

CGC:h

RECEIVED
JUL 27 1951
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 27, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-172(7)
Cedar Point-Coquille Section

Dear Sir:

We are forwarding herewith for your files an executed copy of a project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

(Revised 1946)

State Oregon

Federal Aid Project No. F-172(7)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of July, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of October, 19 50, a program, which was approved on the 16th day of November, 19 50, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of December, 19 50; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty thousand and 00/100

dollars ($150,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 806+00 in the SW 1/4, Section 35, T. 27 S., R. 13 W., W.M., and survey station 927+35 on Willard Street at Front in Coquille, without exception,

, length 2.261 miles, in Coos County, being Oregon Federal Aid project No. F-172(7), consisting of 2.256 miles of roadway and one bridges, ~~xxxx~~ of more than 20 feet clear span, 0.005 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

16—11870-2

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00), which does not exceed the authorized Federal pro rata share of three hundred twenty-eight thousand, six hundred fifty-two and 38/100 dollars ($328,652.38), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest:
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

APPROVAL:
STATE HIGHWAY ENGINEER

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 26 19[illegible]
DIVISION

May 23, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland, 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Cedar Point-Coquille Section, Project Number F-172 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

S. H. Probert
Office Engineer

JWN:plc

encl.

Oregon State Highway Department — Federal Aid Project No. F-172 (7)

CEDAR POINT-COQUILLE SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

OUTSIDE CITY — Salem, Oregon, May 15, 1951

Type Code 6706
2-Lane Roadway (Sta. 306 to 345)

All Required				
		Clearing and Grubbing (35%)		$ 3,150.00
1,300	sq. yds.	Removal of Pavement and Walks	$ 0.65	845.00
480	cu. yds.	Structural Excavation, Unclassified	3.25	1,560.00
10	cu. yds.	Trench Excavation, Unclassified	2.75	27.50
32,700	cu. yds.	General Excavation, Unclassified	0.465	15,205.50
19,800	yd. sta.	Short Overhaul	0.015	297.00
50	C-yd. stas.	Long Overhaul	0.58	29.00
0.74	mile	Finishing Roadbed and Slopes	780.00	577.20
4,000	lin. ft.	Rounding Cutbanks	0.22	880.00
20	lin. ft.	18" Corrugated Metal Pipe	4.75	95.00
90	lin. ft.	42" Corrugated Metal Pipe	15.50	1,395.00
40	lin. ft.	12" Concrete Pipe	1.85	74.00
160	lin. ft.	18" Concrete Pipe	3.45	552.00
60	lin. ft.	Extra for Installing Pipe under Pavement	5.00	300.00
200	cu. yds.	Salvaging Culvert Pipe	1.50	300.00
4,200	cu. yds.	2½" - 0 Material in Base	3.45	14,490.00
720	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.85	2,772.00
90	M-gals.	Sprinkling	2.50	225.00
60	cu. yds.	3/4" - 0 Material in Binder Course	4.75	285.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	450.00
2,000	tons	Class "B" Asphaltic Concrete	8.00	16,000.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
		Subtotal		$ 60,359.20
		10% Engr. & Cont.		6,035.92
		Total		$ 66,395.12

Length of Roadway — 0.739 mile
Cost per mile — $89,844.54

Type Code 6706
3-Lane Roadway (Sta. 845 to 864+73)

All Required		Clearing and Grubbing (20%)		$ 1,800.00
1,150	sq. yds.	Removal of Pavement and Walks	0.65	747.50
240	cu. yds.	Structural Excavation, Unclassified	3.25	780.00
7,450	cu. yds.	General Excavation, Unclassified	0.465	3,464.25
8,700	yd. sta.	Short Overhaul	0.015	130.50
150	C-yd. sta.	Long Overhaul	0.58	87.00
0.37	mile	Finishing Roadbed and slopes	780.00	288.60
3,000	lin. ft.	Rounding Cutbanks	0.22	660.00
110	lin. ft.	36" Corrugated Metal Pipe	13.50	1,485.00
400	lin. ft.	12" Concrete Pipe	1.85	740.00
30	lin. ft.	18" Concrete Pipe	3.45	103.50
20	lin. ft.	Extra for Installing Pipe under Pavement	5.00	100.00
120	lin. ft.	Salvaging Culvert Pipe	1.50	180.00
3,300	cu. yds.	2½" - 0 Material in Base	3.45	11,385.00
630	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.85	2,425.50
70	M-gals.	Sprinkling	2.50	175.00
60	cu. yds.	3/4" - 0 Material in Binder Course	4.75	285.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	450.00
1,900	tons	Class "B" Asphaltic Concrete	8.00	15,200.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
			Subtotal	$ 41,336.85
			10% Engr. & Cont.	4,133.68
			Total	$ 45,470.53

Length of Roadway	0.374 mile
Cost per mile	$121,578.95

[illegible] 30 [illegible]

Type Code 6706
3-Lane Roadway (Stn. 864+73 to 908+90)

All Required		Clearing and Grubbing (40%)		$ 3,600.00
320	sq. yds.	Removal of Pavement and Walks	$ 0.65	208.00
2	only	Removal of Catch Basins	25.00	50.00
170	cu. yds.	Structural Excavation, Unclassified	3.25	552.50
11,450	cu. yds.	General Excavation, Unclassified	0.465	5,324.25
87,500	yd. sta.	Short Overhaul	0.015	1,312.50
6,000	C-yd. sta.	Long Overhaul	0.58	3,480.00
0.80	mile	Finishing Roadbed and Slopes	780.00	624.00
10	lin. ft.	30-inch Corrugated Metal Pipe	9.55	95.50
60	lin. ft.	12-inch Perforated Metal Drain Pipe, Coated	3.33	199.80
510	lin. ft.	12-inch Concrete Pipe	1.85	943.50
170	lin. ft.	8-inch Sewer Pipe	1.35	229.50

20	lin. ft.	Extra for Installing Pipe Under Pavement	$ 5.00	$ 100.00
20	cu. yds.	3/8" - 0 Backfill in Drains	4.00	80.00
3	only	Concrete Catch Basins	57.50	172.50
220	cu. yds.	Concrete Curbs and Gutter	53.00	11,660.00
80	only	3/4" - 18" Dowel Bars in Gutters	0.75	60.00
430	sq. yds.	Concrete Driveways	4.50	1,935.00
740	sq. yds.	Concrete Walks	3.60	2,664.00
6,900	cu. yds.	2½" - 0 Material in Base	3.45	23,805.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.85	3,850.00
140	M-gals.	Sprinkling	2.50	350.00
130	cu. yds.	3/4" - 0 Material in Binder Course	4.75	617.50
30	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	1,350.00
5,200	tons	Class "B" Asphaltic Concrete	8.00	41,600.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
80	cu. yds.	Aggregate in Seal Coat	6.00	480.00
All Required		Preparation of Existing Bridge at Budd Creek		2,500.00
All Required		Shoring, Cribbing, Etc. at Budd Cr.		2,000.00
70	cu. yds.	Excavation at Budd Creek	10.00	700.00
10	cu. yds.	Excavation Below Elevations Shown	15.00	150.00
1,100	lin. ft.	Furnishing Untreated Piling	0.55	605.00
35	only	Drive Timber Piles	35.00	1,225.00
90	cu. yds.	Class "A" Concrete	54.00	4,860.00
8,700	lbs.	Metal Reinforcement	0.125	1,087.50
			Subtotal	$119,021.05
			10% Engr. & Cont.	11,902.10
			Total	$130,923.15
		Length of Roadway	0.794 mile	
		Cost per mile	$164,890.61	

Type Code 6706
4-Lane Roadway (Sta. 908+90 to 927+35)

All Required		Clearing and Grubbing (05%)		$ 450.00
230	sq. yds.	Removal of Pavement and Walks	$ 0.65	149.50
170	lin. ft.	Removal of Curbs	0.50	85.00
4	only	Removal of Catch Basins	25.00	100.00
390	cu. yds.	Structural Excavation, Unclassified	3.25	1,267.50
2	cu. yds.	Trench Excavation, Unclassified	2.75	5.50
1,400	cu. yds.	General Excavation, Unclassified	0.465	651.00
0.11	mile	Finishing Roadbed and Slopes	780.00	85.80
24	lin. ft.	48-inch Corrugated Metal Pipe	19.50	468.00
220	lin. ft.	8-inch Sewer Pipe	1.35	297.00
7	only	Concrete Catch Basins	57.50	402.50
5	only	Adjustment of Manholes	30.00	150.00
1	only	Adjustment of Catch Basins	30.00	30.00
60	cu. yds.	Concrete Curbs and Gutters	53.00	3,180.00
20	only	3/4" x18" Dowel Bars in Gutters	0.75	15.00
60	sq. yds.	Concrete Walks	3.60	216.00

115	cu. yds.	Class "A" Concrete in Retaining Wall	$ 54.00	$ 6,210.00
15,000	lbs.	Metal Reinforcing in Retaining Wall	0.125	1,875.00
2,200	cu. yds.	2½" - 0 Material in Base	3.45	7,590.00
1,050	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.85	4,042.50
50	M-gals.	Sprinkling	2.50	125.00
50	cu. yds.	3/4" - 0 Material in Binder Course	4.75	237.50
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	450.00
4,300	tons	Class "B" Asphaltic Concrete	8.00	34,400.00
4	tons	Emulsified Asphalt in Seal Coat	55.00	220.00
20	cu. yds.	Aggregate in Seal Coat	6.00	120.00
			Subtotal	$ 62,822.80
			10% Engr. & Cont.	6,282.28
			Total	$ 69,105.08

Length of Roadway 0.349 mile
Cost per mile $198,008.82

BRIDGE

Type Code X028
(Sta. 884+76.5 to 885+00.67)

All Required		Preparation of Existing Bridge at Cunningham Creek		$ 2,100.00
All Required		Shoring, Cribbing, Etc. at Cunningham Creek		3,000.00
130	cu. yds.	Excavation at Cunningham Creek	$10.00	1,300.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
1,000	lin. ft.	Furnishing Untreated Piling	0.55	550.00
26	only	Drive Timber Piles	35.00	910.00
40	cu. yds.	Riprap	5.00	200.00
100	cu. yds.	Class "A" Concrete	54.00	5,400.00
13,000	lbs.	Metal Reinforcement	0.125	1,625.00
			Subtotal	$ 15,235.00
			10% Engr. & Cont.	1,523.50
			Total	$ 16,758.50

Length- - - - - - - - - - - - 0.005 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Outside City			
2-Lane Roadway	$ 66,395.12	$ 30,303.00	$ 36,092.12
3-Lane Roadway	45,470.53	20,753.00	24,717.53
Inside City			
3-Lane Roadway	130,923.15	59,755.00	71,168.15
4-Lane Roadway	69,105.08	31,540.00	37,565.08
Cunningham Creek Bridge	16,758.50	7,649.00	9,109.50
	$328,652.38	$150,000.00	$178,652.38

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department — Federal Aid Project No. F-172 (7)

CEDAR POINT-COQUILLE SECTION

OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 30, 1950

OUTSIDE CITY

Type Code 6706
2-Lane Roadway (Sta. 806 to 845)

All Required				
		Clearing and Grubbing (35%)		$ 1,750.00
1,300	sq. yds.	Removal of Pavement and Walks	$ 0.75	975.00
480	cu. yds.	Structural Excavation, Unclassified	3.00	1,440.00
10	cu. yds.	Trench Excavation	3.00	30.00
32,700	cu. yds.	General Excavation, Unclassified	0.40	13,080.00
19,800	yd. sta.	Short Overhaul	0.015	297.00
50	C-yd. sta.	Long Overhaul	0.50	25.00
0.74	mile	Finishing Roadbed and Slopes	600.00	444.00
4,000	lin. ft.	Rounding Cutbanks	0.20	800.00
20	lin. ft.	18" Corrugated Metal Pipe	4.25	85.00
90	lin. ft.	42" Corrugated Metal Pipe	16.00	1,440.00
40	lin. ft.	12" Concrete Pipe	2.50	100.00
160	lin. ft.	18" Concrete Pipe	3.75	600.00
60	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	120.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
4,200	cu. yds.	2½" - 0 Material in Base	3.75	15,750.00
720	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	2,880.00
90	M-gal.	Sprinkling	3.00	270.00
60	cu. yds.	3/4" - 0 Material in Binder Course	4.00	240.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
2,000	tons	Class "B" Asphaltic Concrete	8.50	17,000.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
		Subtotal		$ 59,076.00
		10% Engr. & Cont.		5,907.60
		Total		$ 64,983.60

Length of Roadway 0.739 mile
Cost per mile $87,934.50

Type Code 6706
3-Lane Roadway (Sta. 845 to 864+73)

All Required		Clearing and Grubbing (20%)		$ 1,000.00
1,150	sq. yds.	Removal of Pavement and Walks	$ 0.75	862.50
240	cu. yds.	Structural Excavation, Unclassified	3.00	720.00
7,450	cu. yds.	General Excavation, Unclassified	0.40	2,980.00
8,700	yd. sta.	Short Overhaul	0.015	130.50
150	C-yd. sta.	Long Overhaul	0.50	75.00
0.37	mile	Finishing Roadbed and Slopes	600.00	222.00
3,000	lin. ft.	Rounding Cutbanks	0.20	600.00
110	lin. ft.	36" Corrugated Metal Pipe	11.00	1,210.00
400	lin. ft.	12" Concrete Pipe	2.50	1,000.00
30	lin. ft.	18" Concrete Pipe	3.75	112.50
20	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	40.00
120	lin. ft.	Salvaging Culvert Pipe	2.00	240.00
3,300	cu. yds.	2½" - 0 Material in Base	3.75	12,375.00
630	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	2,520.00
70	M-gal.	Sprinkling	3.00	210.00
60	cu. yds.	3/4" - 0 Material in Binder Course	4.00	240.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
1,900	tons	Class "B" Asphaltic Concrete	8.50	16,150.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
		Subtotal		$ 42,037.50
		10% Engr. & Cont.		4,203.75
		Total		$ 46,241.25

Length of Roadway 0.374 mile
Cost per mile $123,639.70

ENGLOS COQUILLE

Type Code 6706
3-Lane Roadway (Sta. 864+73 to 908+90)

All Required		Clearing and Grubbing (40%)		$ 2,000.00
320	sq. yds.	Removal of Pavement and Walks	$ 0.75	240.00
2	only	Removal of Catch Basins	25.00	50.00
170	cu. yds.	Structural Excavation, Unclassified	3.00	510.00
11,450	cu. yds.	General Excavation, Unclassified	0.40	4,580.00
87,500	yd. sta.	Short Overhaul	0.015	1,312.50
6,000	C-yd.sta.	Long Overhaul	0.50	3,000.00
0.80	mile	Finishing Roadbed and Slopes	600.00	480.00
10	lin. ft.	30" Corrugated Metal Pipe	8.50	85.00
60	lin. ft.	12" Perforated Metal Drain Pipe, Coated	2.75	165.00

510	lin. ft.	12" Concrete Pipe	$ 2.50	$ 1,275.00
170	lin. ft.	8" Sewer Pipe	1.35	229.50
20	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	40.00
20	cu. yds.	3/8" - 0 Backfill in Drains	5.00	100.00
3	only	Concrete Catch Basins	75.00	225.00
220	cu. yds.	Concrete Curb and Gutter	50.00	11,000.00
80	only	3/4" x 18" Dowel Bars in Gutters	0.50	40.00
430	sq. yds.	Concrete Driveways	5.00	2,150.00
740	sq. yds.	Concrete Walks	3.75	2,775.00
6,900	cu. yds.	2½" - 0 Material in Base	3.75	25,875.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	4,000.00
140	M-gal.	Sprinkling	3.00	420.00
130	cu. yds.	3/4" - 0 Material in Binder Course	4.00	520.00
30	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	1,500.00
5,200	tons	Class "B" Asphaltic Concrete	8.50	44,200.00
10	tons	Emulsified Asphalt in Seal Coat	55.00	550.00
80	cu. yds.	Aggregate in Seal Coat	6.00	480.00
All Required		Preparation of Existing Culvert at Budd Creek		1,500.00
All Required		Shoring, Cribbing, Etc. at Budd Creek		2,500.00
70	cu. yds.	Excavation at Budd Creek	7.50	525.00
10	cu. yds.	Excavation Below Elevation Shown	7.50	75.00
1,100	lin. ft.	Furnish Untreated Piling	0.50	550.00
35	only	Drive Timber Piles	75.00	2,625.00
90	cu. yds.	Class "A" Concrete	60.00	5,400.00
8,700	lbs.	Metal Reinforcement	0.13	1,131.00
			Subtotal	$122,108.00
			10% Engr. & Cont.	12,210.80
			Total	$134,318.80
		Length of Roadway	0.794 mile	
		Cost per mile	$169,167.25	

Type Code 6706
4-Lane Roadway (Sta. 908+90 to 927+35)

All Required		Clearing and Grubbing (5%)		$ 250.00
230	sq. yds.	Removal of Pavement and Walks	$ 0.75	172.50
170	lin. ft.	Removal of Curbs	0.30	51.00
4	only	Removal of Catch Basins	25.00	100.00
390	cu. yds.	Structural Excavation, Unclassified	3.00	1,170.00
2	cu. yds.	Trench Excavation, Unclassified	3.00	6.00
1,400	cu. yds.	General Excavation, Unclassified	0.40	560.00
0.11	mile	Finishing Roadbed and Slopes	600.00	66.00
24	lin. ft.	48" Corrugated Metal Pipe	20.00	480.00
220	lin. ft.	8" Sewer Pipe	1.35	297.00

7	only	Concrete Catch Basins	$ 75.00	$ 525.00
5	only	Adjustment of Manholes	50.00	250.00
1	only	Adjustment of Catch Basins	30.00	30.00
60	cu. yds.	Concrete Curb and Gutters	50.00	3,000.00
20	only	3/4" x 18" Dowel Bars in Gutters	0.50	10.00
60	sq. yds.	Concrete Walks	3.75	225.00
115	cu. yds.	Class "A" Concrete in Retaining Wall	60.00	6,900.00
15,000	lbs.	Metal Reinforcing in Retaining Wall	15.00	2,250.00
2,200	cu. yds.	2½" - 0 Material in Base	3.75	8,250.00
1,050	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	4,200.00
50	M-gal.	Sprinkling	3.00	150.00
50	cu. yds.	3/4" - 0 Material in Binder Course	4.00	200.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	500.00
4,300	tons	Class "B" Asphaltic Concrete	8.50	36,550.00
4	tons	Emulsified Asphalt in Seal Coat	55.00	220.00
20	cu. yds.	Aggregate in Seal Coat	6.00	120.00
			Subtotal	$ 66,532.50
			10% Engr. & Cont.	6,653.25
			Total	$ 73,185.75

Length of roadway 0.349 mile
Cost per mile $209,701.28

BRIDGE

Type Code 2028
(Sta. 884+76.5 to 885+00.67)

All Required		Preparation of Existing Bridge at Cunningham Creek		$ 2,000.00
All Required		Shoring, Cribbing, Etc. at Cunningham Creek		5,000.00
130	cu. yds.	Excavation at Cunningham Creek	$ 7.50	975.00
10	cu. yds.	Excavation Below Elevation Shown	7.50	75.00
1,000	lin. ft.	Furnish Untreated Piling	0.50	500.00
26	only	Drive Timber Piles	75.00	1,950.00
40	cu. yds.	Riprap	10.00	400.00
100	cu. yds.	Class "A" Concrete	60.00	6,000.00
13,000	lbs.	Metal Reinforcement	0.13	1,690.00
			Subtotal	$ 18,590.00
			10% Engr. & Cont.	1,859.00
			Total	$ 20,449.00

Length- - - - - - - - - - - - 0.005 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Outside City			
2-Lane Roadway	$ 64,983.60	$ 28,739.00	$ 36,244.60
3-Lane Roadway	46,241.25	20,450.00	25,791.25
Inside City			
3-Lane Roadway	134,318.80	59,402.00	74,916.80
4-Lane Roadway	73,185.75	32,366.00	40,819.75
Cunningham Creek Bridge	20,449.00	9,043.00	11,406.00
	$339,178.40	$150,000.00	$189,178.40

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

December 1, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Primary Highway Program (Previous program) — (Date of approval)

COUNTY Coos — Route No.

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
ITEM AS NOW PROGRAMED	99	F-172 (7)	S. end F-172(6) (Cedar Point) to Jct. F.A. Rt. 14 in Coquille	Survey-Plans					Gr., Dr. 1.48 mi. 2-lane and .76 mi. 4-lane high-type pavement
				Right-of-Way					
				Construction	300,000	150,000	150,000		
				TOTAL	300,000	150,000	150,000	2.24	
REQUESTED REVISION	99	F-172 (7)	Same	Survey-Plans					Gr., Dr., Br., .74 mi. 2-lane 1.17 mi. 3-lane .35 mi. 4-lane high-type pavement
				Right-of-Way					
				Construction	339,178	150,000	189,178		
				TOTAL	339,178	150,000	189,178	2.261	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: The 17-foot culvert at Cunningham Creek on skew results in center line measurement being over 20 ft. to classify it as a bridge. The three-lane pavement is to provide one additional lane on uphill side of heavy grades for slow moving traffic. Completed plans developed cost of project slightly more than programmed amount.

Date December 1, 1950

By [redacted] Office Engr.

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

GOVERNMENT PRINTING OFFICE 16—61030-1

CEDAR POINT-COQUILLE SECTION

PROJECT NO. F-172 (7)

While negotiations for right of way are in progress, thirty parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

December 1, 1950

RECEIVED
1951
FOR FILING

Salem, Oregon
July 26, 1951

Mr. John W. Cattrall
County & City Relations Engineer
B u i l d i n g

Dear Mr. Cattrall:

Following our telephone conversation of this morning we have located and attached hereto a copy of the agreement (Miscellaneous C & A No. 1266) with the city of Coquille for a one-way street grid system. This agreement does not bear the Commission's signature but is a certified copy bearing the signature of the Secretary.

The agreement on file in our office has two exhibits attached for which we do not have extra copies to include with the duplicate copy. Exhibit "A" is a small scale city street map showing the one-way grid plan and Exhibit "B" is a copy of the plans for the Sand Point-Coquille Section.

On January 29, 1951, we forwarded a fully executed copy of this agreement to C. G. Caughell, City Recorder, City Hall, Coquille, accompanied by a letter of transmittal.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

RECEIVED
FOR FILING

COMMISSIONERS
BEN B. COLVER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

F-172(7)
3414

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 18, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

F 172(7)
1954

Dear Sir:

Re: Cedar Point-Coquille Section
F.A. No. F-172 (7)

Herewith six reduced prints from Drawing 9743, showing addition of temperature steel and drainage as requested in your letter of April 10.

Very truly yours,

NOTED
W. C. WILLIAMS

G. S. Paxson
Bridge Engineer

GSP:gm
Attached
cc W. C. Williams

ASSIGNMENT

No. 2601
B. ___

April 11, 1951

Description: C. G. Polk's letter of April 10 re Drawing 9743 of contract plans for Cedar Point-Coquille Section of Oregon Coast Highway, Project F-172 (7)

Acknowledged by _____ Referred to _ Dixon ✓ _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for ___ Williams' _____ signature

PLEASE RETURN TO ___
W. C. WILLIAMS
FOR FILING _____

Assignment executed 4-18-51 me Report received _____

Remarks: Please attach prints as requested.

WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

April 10, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Please refer to Drawing No. 9743 of the contract plans for the Cedar Point-Coquille Section, Oregon Coast Highway, Oregon Project No. F-172(7). Our Washington office has recently commented as follows regarding the retaining wall at Station 913+50 to 914+75 of the project:

"Temperature reinforcement should be shown in the exposed face of the retaining wall shown on Drawing No. 9743.

Consideration should be given to the adoption of adequate provisions to prevent the accumulation of water behind the retaining wall by means of an adequate drainage system."

Neglecting to show the horizontal and vertical temperature reinforcement in the front face of the retaining wall is an oversight on the part of your office which we should have noted also. Inclusion of this steel in accordance with your standard retaining wall designs and accepted practice is necessary.

The matter of noting on the plans the details of the drainage system for retaining walls has been previously discussed with your office. At that time it was agreed that the weep holes and drainage system back of the walls would be clearly shown on the plans, thus supplementing para. 3.5.4(g) of your standard specification which makes their construction mandatory.

Please furnish this office with 6 reduced size prints of Drawing No. 9743 properly revised as discussed above.

Very truly yours,

NOTED
W. C. WILLIAMS

C. G. Polk

C. G. POLK
Acting District Engineer

RECEIVED
FOR FILING

7-172(7)
3464

April 12, 1951

Coos Bay Dredging Co.,Inc.
Box 217
Coos Bay, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3464 which was awarded to you on February 23, 1951 by the State Highway Commission, for grading and paving on the Cedar Point-Coquille Section of the Oregon Coast Highway in Coos County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
FORM E-30X 25M 8-50 42289
F 17161

Indexed
Alphabetically

Folsom, W. J. & Susie

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 5, 1951

SUBJECT: Retaining Wall Alongside Folsom Property at Coquille

To: Mr. C. W. Enfield
Assistant Counsel
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith four prints from a sketch showing the position of the retaining wall to be built alongside the Folsom property at the intersection of Taylor Street and Third Street in Coquille.

The building on the Folsom property is supported on rather makeshift foundations almost at the right-of-way line. Our retaining wall footing comes up to within 3 inches of the right-of-way line at the closest point and will be lower than the foundations of the adjoining building. In our right-of-way negotiations with Folsom he requested that this retaining wall be moved out to the position shown on the attached sketch so that a sidewalk along the retaining wall could be built in front of his property.

There is some possibility that the construction of our retaining wall might endanger the stability and foundations of the building. This building is an old structure and not very well built. In conversation with Mr. Folsom, it seems probable that any deterioration of the building, whether caused by our construction or not, would be made the basis of claim for damages by him. I think that before we consent to move the wall out to the position shown we should have a release from him from any damages, real or imaginary, which might occur.

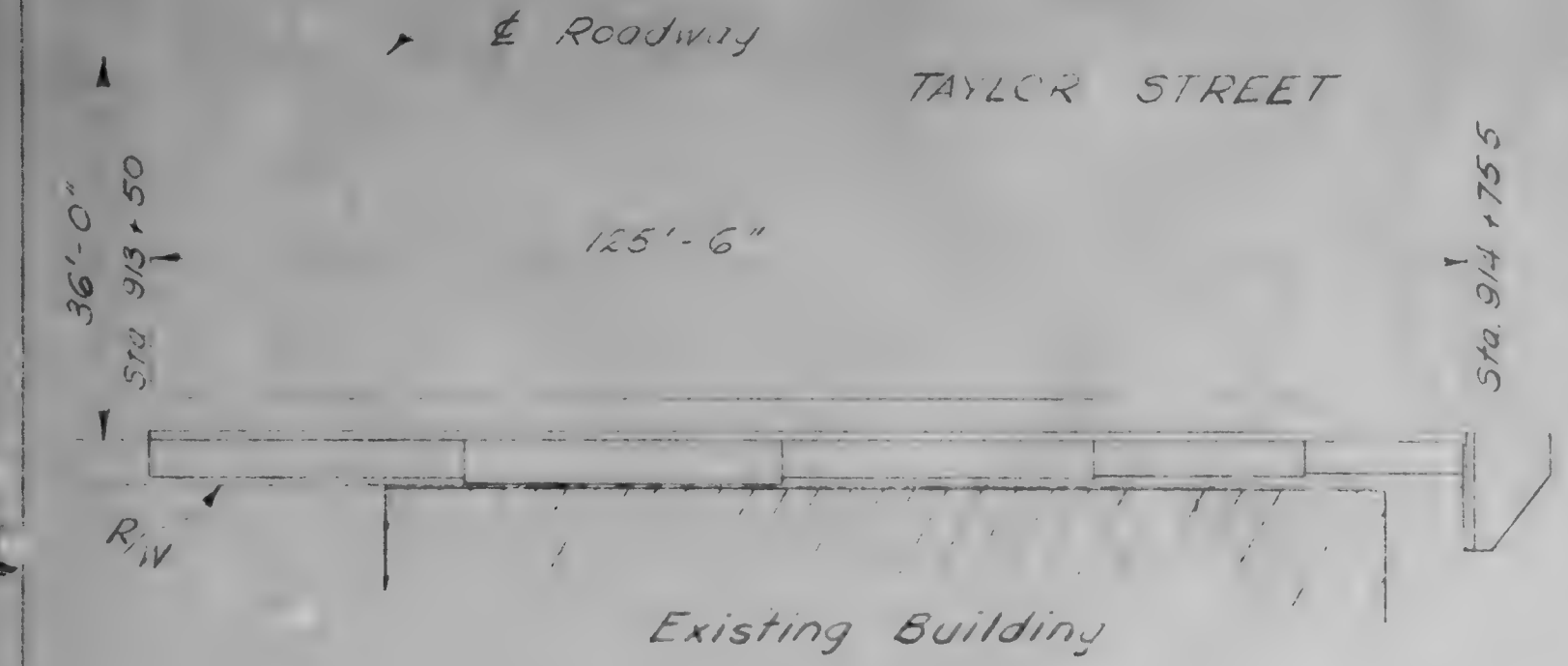
The lower floor of the Folsom building is 5 or 6 feet below the elevation of our roadway, and the second floor is 5 or 6 feet above this elevation. There is an opportunity to make a connection to both of these floors by stairways leading from a landing at sidewalk level. This stairway would be on the highway right of way. I believe that in negotiating with him we could grant permission to construct the stairway subject to the condition that he do so at his own cost and that he be liable for anything that might happen in connection with it.

It would be appreciated if you would make up the proper release agreement and turn it over to Mr. Cooper for negotiation with Mr. Folsom.

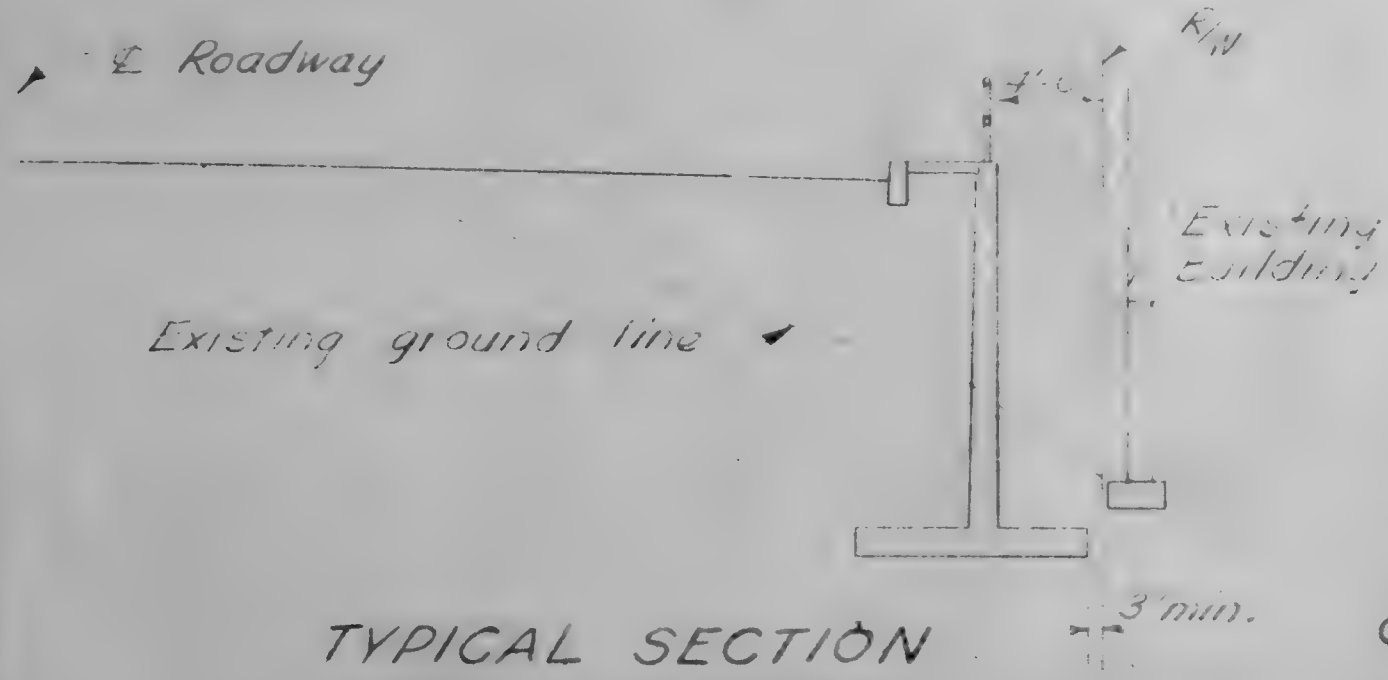
Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc Forrest Cooper
W. C. Williams
K. D. Lytle



PLAN



TYPICAL SECTION
THRU ROADWAY

OREGON
STATE HIGHWAY COMMISSION

RETAINING WALL

COQUILLE - COOS COUNTY.
STA 913 + 50
REVISED LOCATION

April. 4, 1951 Bridge No. 7387
Drawn by EHS Dwg. No. 7387-A

...VED
FOR FILING

Salem, Oregon
March 5, 1951

Mr. J. M. Devers

In regard to J. Arthur Berg's letter regarding R/W 16914, B. Folsom and Susie .. Folsom, I wish to advise that the retaining wall mentioned in Mr. Berg's letter is provided for in our plans.

I find that the property owners have brought up some other matters which would best be settled on the ground. Therefore, I have discussed the matter with Mr. Cooper, who will instruct Mr. Norlin to contact the resident engineer and discuss the location of the wall and other matters with the Folsoms.

R. C. Williams

cc Mr. H. G. Smith
Mr. K. [illegible]. Lytle
Mr. Forrest Cooper

ASSIGNMENT

No. 2523
By

...ion: J. M. Devers' letter of February 28, copy of ...orney J. Arthur Berg's letter (undated) attached; re ~~xxx~~-claim ~~xxxx~~ of E. and Susie T. Folson that arrangement was made with engineer regarding dirt placed on their property

Acknowledged by _____ Referred to --- Smith ✓ ---

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 3-2-57 Report received _____

Remarks:

PLEASE RETURN
W. C. WILLIAMS
FOR FILING

FORM E-30 25M 8-50 42268

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1951

W. C. W. ... 3/5
FOR FILING

SUBJECT: R 16914

To: Mr. W. C. Williams

Attached is a copy of a letter written by attorney Berg of Coquille relative to some claim which the Folsoms have against the State or the State's contractor. Will you please tell me what the facts are, or where I can get them so that I can answer this man.

J. M. DEVERS

JMD:jk
Attach.

NOTED
W C WILLIAMS

RECEIVED
MAR 1 - 1951
COUNTY OFFICE OF ENGINEERS

C
O
P
Y

J. Arthur Berg
Attorney at Law
Ellingsen Building
Coquille, Oregon

Oregon State Highway Commission
Salem, Oregon

Attention: J. M. Devers
Chief Counsel

Gentlemen:

Re: Your No. R 16914
B. Folsom and Susie T. Folsom

Your letter to Mr. and Mrs. Folsom, dated February 13, 1951, has been handed to me for attention. I have gone over this matter quite thoroughly with my clients. They advise me that there was an arrangement made with the engineer that none of the dirt placed on their property was to interfere with the structure known as Folsom Apartments. It appears that the only way this earth could be properly contained is through some sort of a retaining wall, and they feel that an arrangement should be made where there is a definite understanding in connection with that matter.

I have suggested to my clients that possibly it would be better to have an engineer contact them so as to show them exactly what improvement with reference to the dirt will be made to protect their property. In the event this arrangement is satisfactorily agreed upon I believe that they will be willing to sign the deed, with the understanding, however, that they will be entitled to an entrance to their property for the full length of the property. In other words, this particular property is commercial, and there could be no restriction as to their entrance thereon.

I would appreciate hearing from you at your earliest convenience so that this matter may be settled without further delay.

Respectfully yours,

/s/ J. Arthur Berg

JAB:MM

RECEIVED
MAR 1 - 1951
FOR FILING

March 5, 1951

Mr. C. G. Polk, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 9, 1951 on Contract No. 3464, Cedar Point-Coquille Section, in connection with Federal Aid Project No. F-172 (7).

The beginning of work prior to the award of contract was on the initiative of the contractor and without our consent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF:cw

FOR FILING

1-172(1)

454

AGENDA

FEB [illegible]

February 23, 1951

Coos Bay Dredging Company
Box 217
Coos Bay, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3464 for the Cedar Point-Coquille job on the Oregon Coast Highway in Coos County. This award was based on your low bid of $298,774.90 submitted on December 20, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml
Enc.

cc - H. G. Smith
Colvie Lewis
S. H. Probert
G. S. Paxson
L. R. White (S.I.A.C.)

54C

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 23, 1951
3:50 p.m.

Coos Bay Dredging Company
Coos Bay, Oregon

State Highway Commission awarded you today contract for Cedar Point-Coquille Section of Oregon Coast Highway, Coos County, based on your low bid submitted December 20, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Files

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

7-1-(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 23, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Re your telegram of today advising all rights of entry obtained and requesting concurrence in award of contract for Oregon Project F-172(7), Cedar Point-Coquille Section to the Coos Bay Dredging Company who submitted the low bid at the bid opening of December 21, 1950. We hereby concur in the award of this contract as requested.

Our concurrence in award is with the understanding that while we are willing to assist in securing materials, no assurance can be given that help will be forthcoming toward acquisition of materials, equipment or parts.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

Copy to Dist Project
2-27-51

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 23, 1951

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th AVENUE
PORTLAND, OREGON

YOUR CONCURRENCE IS REQUESTED IN AWARD TODAY CONTRACT CEDAR POINT-COQUILLE PROJECT TO COOS BAY DREDGING COMPANY. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
FOR FILING

9-1-51

January 29, 1951

F-1727

Mr. C. G. Caughell, City Recorder
City Hall
Coquille, Oregon

C & A 1266

Dear Sir:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Coquille covering the proposed one-way street grid in connection with the Cedar Point-Coquille project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
FORM S-122X 20M 8-50
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

7-172(7)

3464

December 27, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are five copies of an encroachment resolution, executed by the proper city officials, covering that portion of Oregon Project F-172(7), Cedar Point-Coquille Section, within the City of Coquille.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

cc: Mr. J. W. Nash

Oregon Project F-172(7)
Oregon Coast Highway No. 9

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Coquille, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

The Oregon Coast Highway from the west city boundary of Coquille to Taylor Street.
Taylor Street from the Oregon Coast Highway to Front Street.
Front Street from Taylor Street to a point opposite the Coquille River bridge.
2nd Street from Taylor Street to Willard Street.
Willard Street from 2nd Street to Front Street.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Coquille will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Coquille, Coos County, Oregon, that no encroachments will

be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Coquille, Coos County, Oregon, this 5th day of December, 1950.

Attest:

C. A. Barnhill
City Recorder

C. B. Rynearson
Mayor

Form cc-11
Page 2

RECEIVED
DEC
FOR FILING

7173 (7)

3464

2360

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1950

5-L

SUBJECT: Assignment No. 2360

To: Mr. W. C. Williams
O F F I C E

REFERRED TO
Glaeyer
By Asst. Chief Engineer
For Commission's approval

L

Enclosed are three copies of an agreement with the City of Coquille covering the proposed one-way street grid in connection with the Cedar Point-Coquille project. Two copies have been executed by the proper city officials and are now ready for presentation to the Highway Commission.

This completes Assignment No. 2360.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

MAP

ASSIGNMENT

December 13, 195[illegible] No. 2360

By [illegible]

Description: Ralph Wyckoff's letter of December 13 (five copies of agreement attached) re establishment of one-way traffic section on Oregon Coast Highway as it passes through Coquille.

Acknowledged by _____ Referred to Cattrall

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 12-22-50 me Report received _____

Remarks: For execution by city officials.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
DEC 18 1950
FOR FILING

Salem, Oregon
December 15, 1950

Mr. U. M. Devers
Chief Counsel

After conferring with the city officials of Coquille, it is requested that the attached agreement be revised as follows:

1. Paragraph 2 under "THINGS TO BE DONE BY CITY":
   Insert "or enforce existing ordinances" immediately following the word "ordinances" and preceding the word "to".
   This is at the request of the Coquille City Attorney.

2. Paragraph 2f under "THINGS TO BE DONE BY CITY":
   In the first line insert "the easterly forty (40') feet of" between the words "on" and "Willard". Add to this paragraph "Said easterly forty (40') feet being more fully described as that portion of Willard Street extending 40' westerly from the inside edge of the existing curb line or produced curb line when measured at right angles to the center line."

3. Insert after paragraph 2h a paragraph to the effect:
   "Prohibit parking of vehicles on the south side of 3rd Street, west of Hall Street for a distance of fifty (50') feet from the intersection of the produced curb lines of the said streets."

4. Renumber paragraphs 1i to 1q inclusive.

(acd by H C. Hillcamp)

~~W. W. Stiffler~~
Assistant State Highway Engineer

JFH:MM
cc: John W. Cattrall

FORM E-30 25M 9-49 24892

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 13, 1950

SUBJECT:

To: Mr. W. W. Stiffler

I enclose herewith copies of an agreement between the State and the City of Coquille relative to the establishment of a one-way traffic section of the Oregon Coast Highway as it passes through the city.

It is my understanding that additional copies of the Exhibit B will be attached to four of the copies enclosed by the County and City Relations Engineer. A notation should be made on the first page of the exhibit "Exhibit B".

Ralph Wyckoff

RALPH WYCKOFF

RW:jk
Encls.

RECEIVED
DEC 11 1950
FOR FILING

Salem, Oregon
December 11, 1950

Mr. J. M. Devers
Chief Counsel

Attention: Mr. C. W. Enfield

NOTED
W. C. WILLIAMS

The Highway Commission at its December meeting is calling for bids for the Cedar Point-Coquille Section of the Oregon Coast Highway. A portion of this project is within the city limits of Coquille. In connection with this project there will be a partial rerouting of the Oregon Coast Highway and also the Coos Bay-Roseburg Highway resulting from the establishment of a system of one-way streets.

An agreement will be necessary between the State Highway Commission and the City of Coquille covering the establishment of one-way streets, restriction of parking, and the erection of stop signs. I submit the following for your information and guidance in the preparation of this agreement:

THE STATE WILL:

In connection with its Cedar Point-Coquille project, widen Taylor Street from 2nd Street northerly to the city limits, and grade, widen, and pave Willard Street from 2nd to Front and 2nd Street from Willard to Taylor.

THE CITY WILL:

Enact and pass necessary city ordinances whereby the following will be designated as one-way streets:

2nd Street from Taylor to Willard for west bound traffic only.

Willard Street from 2nd to Front Street as one-way street for south bound traffic only.

Front Street from Willard to Hall Street as one-way street for east bound traffic only.

Taylor Street from Front to 2nd Street as a one-way street for north bound traffic only.

THE CITY WILL:

Enact and pass necessary ordinances prohibiting parking on the following named streets:

Front Street from the Coquille River bridge to Willard Street.

Willard Street from Front Street to 2nd Street.

Taylor Street from 4th Street north to the city limits.

THE CITY WILL:

Enact and pass necessary city ordinances designating the following streets as through streets and requiring all vehicular traffic to stop before entering any of the following streets or portions thereof:

Taylor Street from Front Street northerly to the city limits.

Front Street from the Coquille River bridge to Hall Street.

Hall Street from the south city limits of Coquille northerly to 3rd Street.

2nd Street from Hall Street to Willard, however, not to include the intersection of Taylor with 2nd.

Willard Street from 2nd to Front, however, not to include the intersection of 2nd and Willard.

THE CITY WILL:

Without cost to the State, relocate or reconstruct or cause to be relocated or reconstructed all water, sewer, gas, electric, telephone, telegraph, and all other utility conduits, lines, poles, mains, and pipes which are necessary in order to conform with the proposed plans and ultimate requirements of said grading and paving project.

It is customary that the city adopt these ordinances and return copies along with the agreement. However, in this case time is rather limited and it appears that it might be advisable to require the city to pass these ordinances as soon after the signing of the agreement as the city charter will allow.

Attached are seven copies of a small map of the City of Coquille which are marked to show the one-way system as well as the through traffic and erection of stop signs.

Inasmuch as this agreement must be signed prior to December 19, it would be appreciated if this matter could be given your earliest attention. Seven copies of this agreement will be needed in order to effect distribution to all interested parties.

W. W. Stiffler
Assistant State Highway Engineer

JWC:MM
Encl.

cc: John W. Cattrall

FORM E-30 25M 8-50 42206

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1950

SUBJECT:

To: Mr. W. W. Stiffler
O F F I C E

Enclosed is a copy of a letter with attachments from Mr. H. G. Smith and from Mr. J. Al Head concerning the proposed one-way street pattern in the City of Coquille. It has been the practice in past instances to prepare and execute an agreement between the respective city and the State Highway Commission covering all points of the proposed one-way plan.

In such an agreement, from the information contained in the attached letters, the City of Coquille would be required to pass the necessary ordinances to effect the following things:

1. Designate 2nd Street from Taylor to Willard Streets as one-way for west bound traffic only.

2. Designate Willard Street from 2nd to Front Streets as one-way for south bound traffic only.

3. Designate Front Street from Willard to Hall Streets as one-way for east bound traffic only.

4. Designate Taylor Street from Front to 2nd Streets as one-way for north bound traffic only.

5. Provide for no parking at any time on the following streets:

   (a) Front Street from the Coquille River bridge to Willard Street

   (b) Willard Street from 2nd to Front Streets

   (c) Taylor Street from 4th to 10th Streets

6. To effect whatever control of traffic as may be determined with reference to the attached letter from Mr. J. Al Head; also any additional parking restrictions as per the last paragraph of Mr. Head's letter. I might point out that the plans call for a

NOTED
W. W. STIFFLER

36' pavement with 4' shoulders rather than 24' with 4' shoulders as stated in Mr. Smith's and Mr. Head's letters.

The agreement should also provide that the State will reconstruct the Oregon Coast Highway as per the proposed Cedar Point-Coquille project. Also, the State should designate the proper streets as routes of the Oregon Coast Highway. In connection with this matter, I wish to point out that, from the information available, the jurisdiction over 2nd Street from Hall to Taylor Street, over which traffic from the Coos Bay-Roseburg Highway destined for points south is to be routed, is not definitely established.

In order that the agreement may be definite and complete as to jurisdiction, routing, and traffic control, it is recommended that its preparation be delayed until these points are cleared up. I would also like to point out that this agreement should be signed by the City prior to the awarding of the Cedar Point-Coquille project.

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

cc: Mr. H. G. Smith
Mr. F. B. Crandall

FORM E-30X 1SM 1-48 28024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1950

SUBJECT: One-Way Street Grid - Coquille

To: Mr. John W. Cattrall

At your request we have reviewed information contained in Mr. Smith's letter of December 5 to you on the one-way street pattern in the business district of Coquille. I have no comment to make on the routing of traffic, other than to ask one question. Mr. Smith did not indicate how southbound traffic from Coos Bay to Myrtle Point would move, but it is presumed it would move west on Third Street and south on Hall. Keeping this in mind, I call your attention to one of the restrictions we have suggested at the intersection of Second and Taylor.

The following stop restrictions are suggested so as to implement the movement of traffic within the one-way street grid in as expeditious a manner as possible.

1. Second and Taylor

   a. Prohibit left turn from north to east. If such left turn is not prohibited, then stop southbound traffic by allowing "Right Turn Permitted Without Stopping".

   b. Stop westbound traffic.

2. Second and Willard

   a. Stop southbound traffic.

COPY

3. First and Willard

   a. Stop westbound traffic.

4. Front and Willard

   a. Stop southbound traffic with "Right Turn Permitted Without Stopping". (In all probability we could dispense with any stop restrictions at this intersection, but the one recommended would preclude the south-bound vehicle from swinging into the wrong lane of traffic in making his left turn.)

5. Front and Taylor

   a. No stop restrictions. OK

6. First and Taylor

   a. Stop eastbound and westbound traffic. OK

7. Taylor to be a through street north of Second Street. OK

8. Front and Hall

   a. Stop westbound traffic. (This allows the circuitous movement to move between Coos Bay and Myrtle Point a margin of benefit to offset the added distance they must travel. It is possible that traffic-wise we might have to make a change by allowing a right turn permitted without stopping in conjunction with the westbound stop at some future date.)

9. Hall Street would be a through street to Third. OK

10. Third and Hall

    a. Stop southbound and westbound traffic.

    b. Stop eastbound traffic with a "Right Turn Permitted Without Stopping".

    c. It would be advisable to restrict parking on the west side of Hall Street for a distance of 50 feet south of Third Street.

Referring again to Mr. Smith's letter, on the attached memorandum he states that Taylor Street from 10th Street to Cedar Point would accommodate two lanes of traffic 24 feet wide with 4-foot shoulders with no parking restrictions. I think that we should take exception to the parking restrictions as we have the high school athletic field located along this section and it is current practice for vehicles to use the shoulders, even though they are of inadequate width, and if we establish parking restrictions at this time we would not be confronted with cleaning up the situation at a later date. Also, it is necessary for the students from the high school to walk along the highway to get to the athletic field. I do not know if provisions have been made for sidewalks, but in the event that they haven't, these students must of necessity use the shoulders -- another reason for prohibiting parking.

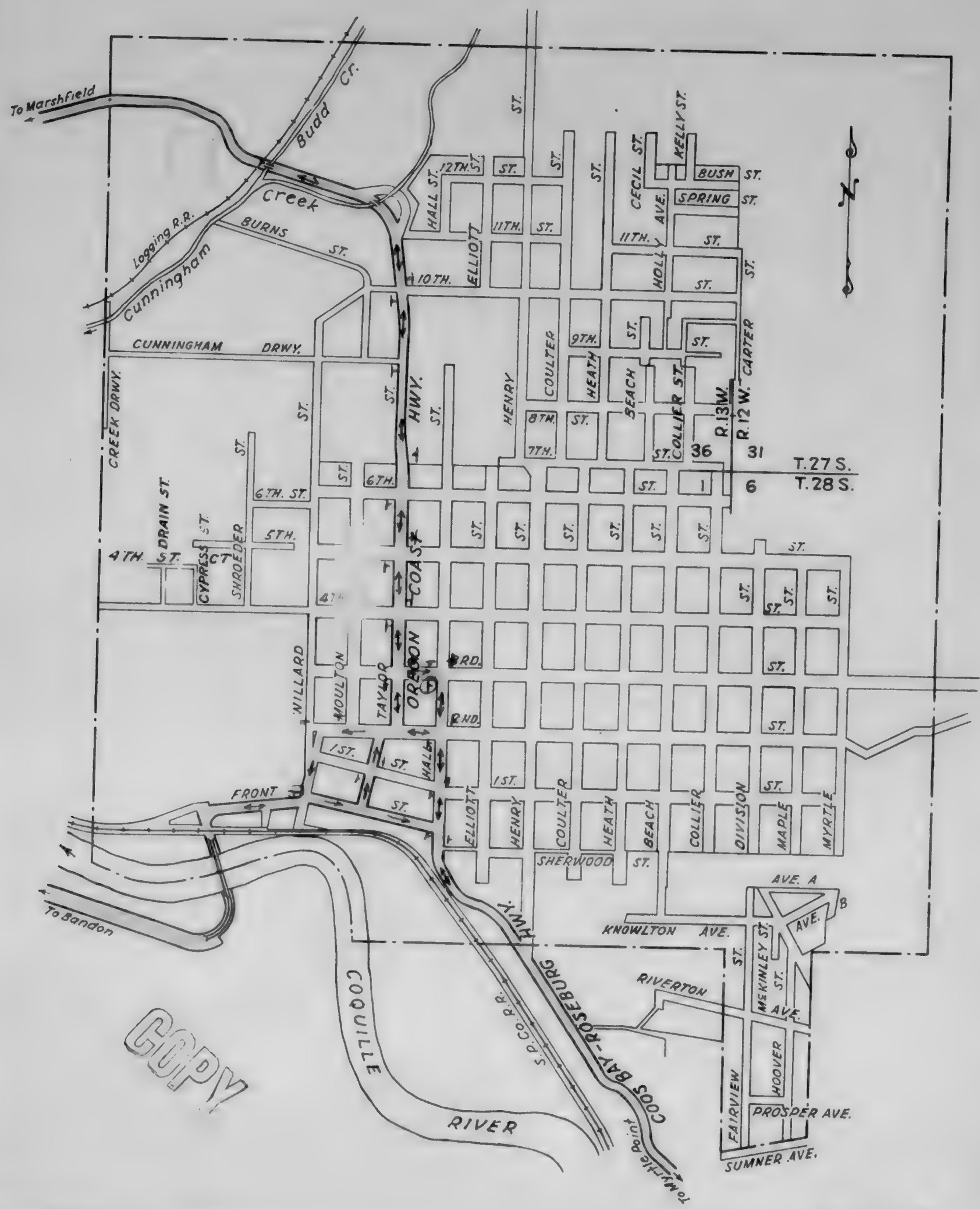
J. Al Head (sgd)

J. Al. Head
Assistant Traffic Engineer

JAH:bv
cc: H. G. Smith
S. H. Probert

COQUILLE

Scale 1"=800'



COPY

Rev. 3-22-49

FORM E-20X 15M 1-49 20024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 5th, 1950

SUBJECT:

To: Mr. John W. Cattrall
Engineer, County & City Relations
D e p a r t m e n t

COPY

Dear Sir:

As a part of the Cedar Point-Coquille reconstruction project, Mr. Baldock initiated a one-way street pattern in the business district of Coquille which is shown on the accompanying sheet.

Map is also attached.

Very truly yours,

H. G. Smith (sgd)

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

cc to : F. B. Crandall
S. H. Probert

TRAFFIC PATTERN IN COQUILLE

Front Street: From the bridge across Coquille River to Willard Street
Two way street - no parking

Front Street: From Willard to Hall Street
One way eastbound - no parking restrictions

Willard Street: From Front Street to Second Street
One way southbound - no parking

Taylor Street: From Front Street to Second Street
One way northbound - no traffic restrictions

Taylor Street: From Second Street to Fourth Street
Four lanes - two way - no traffic restrictions

Taylor Street: From Fourth Street to Tenth Street
Four lanes - two way - no parking

Taylor Street: From Tenth Street to Cedar Point
Two lanes - 24' wide with 4' shoulders - no parking restrictions

COPY

Traffic coming from the Coos Bay-Roseburg Highway and going towards Bandon will go north on Hall Street to Second Street; thence west on Second Street to Willard Street; thence south to Front Street and west to the bridge across the Coquille River.

Northbound traffic will proceed from the Coos Bay-Roseburg Highway north from Hall Street to Third Street; thence west to Taylor Street and from there on proceed northward.

First Street will have no restrictions, being both east and westbound, nor will Second or Third Streets, between Hall and Taylor, have any restrictions as to directions or parking.

COQUILLE

Scale 1" = 800'

COPY

To Marshfield

Budd Cr.

Creek

Logging R.R.

BURNS ST.

Cunningham

CUNNINGHAM DRWY.

CREEK DRWY.

DRAIN ST.

CYPRESS ST.

SHROEDER CT.

4TH. ST.

5TH.

6TH. ST.

6TH.

HALL ST.

12TH. ST.

11TH. ST.

10TH.

ELLIOTT

HWY.

HENRY

COULTER

9TH.

7TH.

HEATH

BEACH

CECIL ST.

HOLLY AVE.

KELLY ST.

BUSH ST.

SPRING ST.

COLLIER ST.

R.13W.

R.12 W.

CARTER

36

31

6

T.27 S.

T.28 S.

COAST

WILLARD

MOULTON

TAYLOR

ORGON

3RD.

2ND.

1ST.

FRONT

HALL

ELLIOTT

HENRY

COULTER

HEATH

BEACH

COLLIER

DIVISION

MAPLE

MYRTLE

SHERWOOD ST.

AVE. A

AVE. B

KNOWLTON AVE.

To Bandon

COQUILLE RIVER

S.P.Co R.R.

COOS BAY-ROSEBURG HWY.

To Myrtle Point

RIVERTON AVE.

McKINLEY ST.

FAIRVIEW

HOOVER

PROSPER AVE.

SUMNER AVE.

Rev. 3-22-49

13.

December 20, 1950

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Enclosed are two copies of a description of the elevations of the center line finished grade of that part of the proposed Cedar Point-Coquille project within the City of Coquille.

For your information, the profile grade for Taylor Street from Third to Second Streets, Second Street from Taylor to Willard Streets, and Willard Street from Second to Front Streets is assumed to be 12' right or left of center line and the slope 0.018' per foot. Actually, it will be constructed as the engineer directs; however, he will be guided by our standard cross-section. For this reason the elevations were carried only to tenths of a foot.

Also enclosed is a set of the plans upon which the elevations described are shown in orange.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

December 20, 1950

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

NOTED
J. W. CATTRALL

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Also enclosed is a set of the plans upon which the elevations described are shown in orange.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

City of Coquille
Description of Center Line Finished Grade - U.S.G.S. Datum
Oregon Coast State Highway No. 9
Cedar Point-Coquille Section

Beginning at elevation 44.5 at a point on the center line of the Oregon Coast Highway where said center line intersects the west city boundary of Coquille; thence continuing along the center line of the Oregon Coast Highway as follows: To elevation 45.5 at a point which is 37' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 48.5 at a point which is 457' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 25.9 at a point which is 962' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 23.3 at a point which is 1052' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 23.0 at a point which is 1067' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 22.2 at a point which is 1107' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 21.9 at a point which is 1117' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 20.6 at a point which is 1437' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 21.4 at a point which is 1905' easterly (when measured along the center line of said highway) from the west city boundary; thence to elevation 29.6 at a point which is approximately 462' northerly (when measured along the center line of said highway) from the center line of 10th Street; thence to elevation 38.5 at a point which is approximately 331' northerly (when measured along the center line of said highway) from the center line of 10th Street; thence to elevation 50.0 at a point which is approximately 131' northerly (when measured along the center line of said highway) from the center line of 10th Street; thence to elevation 51.1 at the intersection of the center line of 10th Street.

Beginning at elevation 51.1 at the intersection of the center line of 10th Street with the center line of the Oregon Coast Highway (Taylor Street); thence continuing along the center line of the Oregon Coast Highway (Taylor Street) as follows: To elevation 63.3 at a point which is approximately 153' southerly (when measured along the center line of said highway) from the center line of 10th Street; thence to elevation 64.2 at a point which is approximately 533' southerly (when measured along the center line of said highway) from the center line of 10th Street; thence to elevation 56.7 at a point which is approximately 480' northerly (when measured along the center line of said highway) from the center line of 6th Street; thence to elevation 50.9 at a point which is approximately 280' northerly (when measured along the center line of said highway) from the center line of 6th Street; thence to elevation 49.6 at a point which is approximately 195' northerly (when measured along the center line of said highway) from the center line of 6th Street; thence to elevation 44.3 at a point which is approximately 45' northerly (when measured along the center line of said highway) from the center line of 6th Street; thence to

elevation 43.5 at the intersection of the center line of 6th Street; thence to elevation 32.6 at a point which is approximately 170' southerly (when measured along the center line of said highway) from the center line of 6th Street; thence to elevation 29.9 at a point which is approximately 104' northerly (when measured along the center line of said highway) from the center line of 5th Street; thence to elevation 31.8 at the intersection of the center line of 5th Street; thence to elevation 29.5 at a point which is approximately 167' northerly (when measured along the center line of said highway) from the center line of 4th Street thence to elevation 28.0 at a point which is approximately 117' northerl (when measured along the center line of said highway) from the center line of 4th Street; thence to elevation 27.6 at the intersection of the center line of 4th Street, thence to elevation 30.9 at a point which is approximately 83' southerly (when measured along the center line of said highway) from the center line of 4th Street; thence to elevation 42.4 at a point which is approximately 100' northerly (when measured along the center line of said highway) from the center line of 3rd Street; thence to elevation 46.6 at the intersection of the center line of 3rd Street; thence to elevation 47.4 at a point which is approximately 100' southerly (when measured along the center line of said highway) from the center line of 3rd Street; thence to elevation 45.0 at the intersection of the center line of 2nd Street.

Beginning at elevation 45.0 at the intersection of the center line of Taylor Street with the center line of the south bound route of the Oregon Coast Highway (2nd Street), thence continuing along the center line of the south bound route of the Oregon Coast Highway (2nd Street) as follows: To elevation 44.9 at a point which is 15' westerly (when measured along the center line of said highway) from the center line of Taylor Street; thence to elevation 43.6 at a point which is 115' westerly (when measured along the center line of said highway) from the center line of Taylor Street, thence to elevation 41.0 at a point which is 255' westerly (when measured along the center line of said highway) from the center line of Taylor Street; thence to elevation 40.7 at the intersection of the center line of Moulton Street; thence to elevation 40.1 at a point which is 76.02' easterly (when measured along the center line of said highway) from the center line of Willard Street; thence to elevation 40.1 at a point which is 56.02' easterly (when measured along the center line of said highway) from the center line of Willard Street; thence to elevation 40.1 at the intersection of the center line of Willard Street.

Beginning at elevation 40.1 at the intersection of the center line of the south bound route of the Oregon Coast Highway (Willard Street) with the center line of 2nd Street, thence continuing along the center line of the south bound route of the Oregon Coast Highway (Willard Street) as follows: To elevation 39.3 at a point which is 43.98' southerly (when measured along the center line of said highway) from the center line of 2nd Street; thence to elevation 38.1 at a point which is 115.98' southerly (when measured along the center line of said highway) from the center line of 2nd Street; thence to elevation 37.1 at the intersection of the center line of 1st Street; thence to elevation 35.9 at a point which is approximately 50' southerly (when measured along the center line of said highway) from the center line of 1st

Street; thence to elevation 33.1 at a point which is approximately 158' southerly (when measured along the center line of said highway) from the center line of 1st Street; thence to elevation 31.2 at a point which is approximately 258' southerly (when measured along the center line of said highway) from the center line of 1st Street.

12/20/50

Cattrall

December 6, 1950

NOTED
J. W. CAITRALL

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. & E. documents for Oregon Project No. F-172(7), Cedar Point-Coquille Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights-of-way or rights-of-entry have been acquired.

Please forward the usual copies of encroachment agreement resolution by the City of Coquille Council prior to theproject agreement stage.

Test reports of materials to be used for surfacing should be submitted as soon as source of material is located.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
DEC 8 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
DEC 7 1950
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

December 4, 1950

Mr. C. G. Caughell
City Recorder
Coquille, Oregon

Dear Sir:

In connection with the proposed improvement of the Cedar Point-Coquille Section of the Oregon Coast Highway, the Federal Bureau of Public Roads requires that the City of Coquille adopt an encroachment resolution covering that portion of the project within the City of Coquille. This resolution provides that the City will permit no encroachments which will permanently obstruct or interfere with the free and convenient flow of traffic.

As the B.P.R. will not approve this project until such a resolution has been adopted, it would be appreciated if, after approval by the City Council, seven copies of the enclosed resolution, signed by the Mayor and City Recorder, could be returned to this office prior to December 12, 1950. The eighth copy is for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
NOV 22 1950
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

7.1.1(7)

November 22, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 20, 1950 and to telephone conversation with Mr. Williams on November 21 all relative to substandard vertical sight distances proposed for Oregon Project F-172(7) Cedar Point-Coquille Section of the Oregon Coast Highway.

We will recommend the grade line shown on the preliminary profile previously furnished, with assurance that it will be approved, under the following conditions.

1. Vertical curves at approximately stations 808+40 and 850 +60 are to be flattened as agreed to by Mr. Williams.

2. The grade sag at approximately station 838 shall be eliminated to the extent right of way width permits.

3. All other sight distance deficiencies to be re-examined and corrected to the extent practicable and if not practicable the reasons therefor should be stated.

Very truly yours,

T. H. DAVIS
District Engineer

Copy to Bury - to be forwarded to Probert after changes made

RECEIVED
FOR FILING
OF OSU District
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 20, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The preliminary profile recently received for the Cedar Point-Coquille Section, Project F-172(7) indicates the proposed use of numerous short, sharp vertical curves which will not provide adequate sight distances for a road of this character.

Vertical non-passing sight distances are as follows:

Station	Non-passing sight distance
808+43	175'
850+60	190'
867+20	250'
894+23	240'
901+50	260'
908+00	280'
914+80	230'

In view of the fact that A.A.S.H.O. standards provide for 350' minimum non-passing sight distance for speeds of 50 M.P.H. and 475' for 60 MPH speeds we are somewhat concerned about the low standards you are proposing. Upon investigation we find that in nearly all of the above locations a 350' sight distance can be obtained without increasing centerline cuts or fills heights by more than a few feet and a maximum of about seven feet. At most locations it appears that this could be done without increasing right of way width. It is realized, of course, that considerable length of the old pavement could not be salvaged but we believe the benefits of adequate sight distance more than offsets this feature.

Will you please review your vertical curve design, bearing in mind that approval of the grade line shown will be very difficult to secure from higher levels in the doubtful event it is recommended by this office.

Very truly yours,

[redacted]
District Engineer

RECEIVED
NOV 9 - 1950
FOR FILING

F-172(7)

2 4 4

November 8, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter concerning our recently submitted Supplemental Postwar Federal-aid Primary Highway Program containing two items, Item No. 99, Cedar Point-Coquille Section, F-172 (6), and Item No. 100, Hood River-Mosier Section, FI-35 (3). # 3507

Your approval of this supplemental program is requested with the definite understanding that no 172 federal-aid funds are to be used on either of the two projects concerned and with full knowledge that the federal funds available for the projects are not and will not be sufficient to permit federal cooperation at near the legal pro rata.

Your approval of the program on that basis is desired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

R. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 6, 1950

RECEIVED
NOV 10 1950
STATE HIGHWAY COMMISSION

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of October 18th submitting a Supplemental Postwar Federal-aid Primary Highway (Rural) Program containing two items, Item No. 99, Cedar Point-Coquille Section, (F-172(7) and Item No. 100, Hood River Mosier Section FI-35(3).

We note that Project FI-35(3) is considerably larger than necessary to absorb the available unprogrammed Primary balance, however, from your letter you anticipate considerable amounts of primary funds may be released from other projects which can be applied to this project, and you apparently have no in intention of ultimately using 1952 Federal aid funds in financing this project.

In forwarding this supplemental program we indicated there might be a possibility of your later requesting the use of 1952 Federal-aid funds on at least the Hood River-Mosier project. This question is now apparently definitely settled and we are advised, "that 1952 funds may not be used for projects awarded before apportionment is made."

In this instance since apportionment will be made soon you may wish to defer advertising for two or three weeks since it seems unlikely you will have sufficient refunds and other savings to permit Federal cooperation at near the legal prorata. It has also been suggested the possible temporary withdrawal of other Federal-aid primary projects, which will not be advanced to contract until after the apportionment is made, be investigated with the view of providing more Federal-aid funds for the two projects under discussion.

We will appreciate a prompt reply as to your wishes in this matter since program action is being withheld at Western Headquarters pending further advice.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

FILED
FILING
7192(1)

October 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are submitting under separate cover a list of projects (Items 99 and 100) proposed for inclusion in Oregon's Federal-aid Primary Highway Program and are sending therewith maps showing the positions of the projects on the federal-aid primary system.

Traffic information, information relating to grade crossings and brief descriptions of the projects are being enclosed herewith.

Project FI-35 (3) is a considerably larger project than is necessary to take up the available unprogrammed primary funds, but we anticipate some considerable amounts of primary funds to be released soon from projects already under contract or programmed and desire to be in position to take them up without making any further additions to the program. Also the project is one which we desire to contract at once and without awaiting the apportionment of 1952 federal-aid funds. We have no intention of ultimately using 1952 federal-aid funds in the financing of the project.

We are in hopes that approval of the projects can be obtained in time to permit our receiving bids at a letting to be held about December 21.

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:ge

Encl.

9-3305	Horse Ridge-Hampton Rock Prod-
	Project on the Central Oregon
#3465	Highway between Bend & Burns.

RECEIVED
FOR FILING

November 7th, 1951

Horse Ridge-Hampton Section
Contract #3465

FINAL COST ANALYSIS
Cinder Production
Barney B. Helser, Contractor
H. S. Cox, Resident Engineer

Central Oregon Highway
Prefix 9-8305

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Materials	8,182.2	Cu. Yd.	$2.19	$2.373	$19,416.36	$17,919.02
½"-¼" " "	9,803.6	" "	2.19	2.373	23,262.81	21,469.88
¼"-#10 " "	2,250	" "	2.19	2.373	5,339.25	4,927.50
¼"-0" " "	2,250	" "	2.19	2.373	5,339.25	4,927.50
S.P. Screen Rejects	101.1	" "		0.25	25.28	25.28
Hauling Screen Rejects	384.18	Yd. Mi.	0.12	0.063	24.20	46.10
S.P. Haul Adj., in Favor of Contractor	3,145.3	Yd. Mi.	0.12	0.063	198.15	377.44
					$53,605.30	$49,692.72

Total Cost	$53,605.30
Gross Revenue	49,692.72
Net Loss	$ 3,912.58

Net Loss Equals 7.9% of Gross Revenue

NOTED

Horse Ridge-Hampton Cinder Production

Detail of Cost

Labor:		
Supervision	$1,933.00	
Labor	8,737.76	
Labor Insurance	526.70	
		$11,197.46
Equipment Rental & Miscellaneous Expense:		
Equipment Rentals (Owned)	$7,878.90	
Hired Trucks, Including Drivers	27,400.47	
Equipment Rentals (Hired)	1,325.57	
Gas, Oil and Grease	2,450.10	
Move In Frieght and Cartage	1,283.59	
Small Tools & Misc. Supplies	532.60	
P.L. & P.D. Insurance	112.82	
Bond	372.70	
Home Office & General Overhead	1,051.08	
		42,407.83
Total Cost		$53,605.30

Breakdown of Crushing Cost

	Amount	Quantity	Unit	Unit Cost
Move In, Set Up and Building Haul Road	$5,864.77	22,485.8	Cu. Yd.	$0.261
Load & Haul to Crusher	7,738.14	22,485.8	" "	0.334
Crushing	11,206.62	22,485.8	" "	0.499
Cost in Bunker	$24,809.53			$1.094
Hauling (Av. Haul 18.3 Miles)	26,186.52	22,485.8	Cu. Yd.	1.174
Stockpiling	2,360.92	22,485.8	" "	0.105
	$53,356.97			$2.373

Total Elapsed Time - 480 Hours.

Actual Crushing Time 432 Hours. Av. Production 52.0 Cu. Yds. per Hour.

Cinders from this pit ran 50% rejects on 1/4-screen.

Remarks:

This was a "State Project" for crushing and stockpiling 22,500 cu. yds. of crushed cinders. The contract was bid and awarded February 29th, 1951. On March 22nd, 1951, the contractor moved into the specified State cinder pit located 3.75 miles north of M.P. 25.45 on the Central Oregon Highway. The contract was completed July 16th, 1951.

On March 22nd, 1951, the contractor started moving in, building haul road and erecting crushing plant. Due to thawing of highways, he was not permitted to move his heavy equipment at this time. Crushing operations were not started until May 7th, 1951. The contractor made very good progress with very little down time.

The plant consisted of plate feeder, 15 x 36 jaw crusher, 36" Telesmith, 20" x 14" set of rolls, two 3-compartment bins, 4 x 8 scalping screen, 4' x 10' and 4' x 12' scalping screens, conveyors and motors as required.

The cinder material was loaded with ¾ cu. yd. gas shovel and hauled to the crusher with two 5 cu. yd. trucks, all crushed materials being hauled to stockpile in hired trucks, paying $0.06 per yard mile, and stockpiled for $0.10 per cu. yd.

Due to slow move in and set up plus excessive hired equipment this contract shows a loss.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
FOR FILING

OREGON STATE HICHWAY COMMISSION

(date) Sep. 12, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
	4-final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15322	R-23525	1,456.67	Sep. 11, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: None required.

Completion Date: July 17, 1951.

Date Accepted: Aug. 20, 1951.

Penalties: None of record.

Claims: None of record.

Remarks:

Date: Sep. 13, 1951

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 14 1951

RECEIVED
AUG 2 1951
FOR FILING

August 2, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser, assigned to United States National Bank of Portland, on contract No. 3465 for rock production on the Horse Ridge-Hampton Section on the Central Oregon Highway in Deschutes County. This payment in the amount of $8,463.89 will be made on or after August 13, 1951. The retained percentage is $1,491.84.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

9-8305
3465

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1951, 19

Section Horse Ridge - Hampton

Kind of work Rock Production

Highway Central Oregon

Section prefix 9-8305

Contractor Barney B Helser

Contract number 3465

Date of contract Feb. 26, 1951, 19

Date of completion Sept. 30, 1951, 19

Date work started March 26, 1951, 19

Estimated date of completion July 17, 1951, 19

Amount of contract $43,275.00

Per cent of time elapsed 64 %

Estimated cost of completed project, exclusive of engineering $52,278.13

Per cent of contract completed, based on total contract price . . . . . 95 %

Engineering cost to date $ 3900.00, 97 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor will finish crushing on this project the first part of next week.

Very little rock remains to be crushed, all of this material will go into Site B the home site.

All completed piles are remeasured to date and semi-final on this project may be completed next week.

NOTED
H.G. SMITH

NOTED
M.H. LIBBY

RECEIVED
JUL 16 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

NOTED
B. A. MARTIN

Signed

Address 1290 Hall Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			46.5		
Miles partially completed					
Miles completed					
Total estimated quantities			22,500		
Estimated quantities moved or placed to date			21,500		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1, Sheep-foot rollers 4-Trucks, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair All week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 32571

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

1205

OREGON
STATE HIGHWAY COMMISSION
SALEM

June 14, 1951

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

U. S. National Bank of Portland
Broadway at Sixth
Portland 8, Oregon

Gentlemen:

The Commission's Secretary has advised of the blanket assignment in your favor given by Barney B. Helser for all money due or to become due (except retained percentage) in connection with Contract 3465. Estimate No. 1 on this contract has just been vouchered and under the Secretary of State's requirements, it is necessary that each separate voucher in connection with the contract have attached its own separate signed assignment form. A form, therefore, has been attached to the voucher of Estimate No. 1 in the amount of $17,847.40 which is being mailed to Mr. Helser for signature.

I am sending him a copy of this letter in order that he may understand the necessity of signing both the assignment form and the certificate on the back of the voucher form.

Very truly yours,

M. H. Hawke
Auditor

6-28-51 mh

By
Carl F. Smith
Claims Supervisor

CFS:mh

cc: H. B. Glaisyer
Barney B. Helser

RECEIVED
FOR FILING

Mrs Lewis
BY SECRETARY

June 13, 1951

Mr. T. S. Prideaux
Assistant Cashier
Head Office
The United States National Bank of
Portland 8, Oregon

Dear Mr. Prideaux:

This will acknowledge receipt of your letter of June 12, 1951 transmitting original and duplicate copies, both signed, of an assignment given by Barney B. Helser to The United States National Bank of Portland, Oregon for all monies now due or hereafter to become due from the Oregon State Highway Department for work performed in connection with State Highway Contract No. 3465, Horse Ridge-Hampton rock production project, except retained percentages. Also enclosed in your letter was a communication from the Great American Indemnity Company, surety on the bond furnished by Mr. Helser in connection with this job, consenting to the assignment without waiver or alterations of the terms and conditions of the bond.

The assignment and surety's consent appear to be in proper form and will be honored. Further payments to Mr. Helser in connection with the job will be made payable to him, assigned to the bank.

The Commission's auditor has been instructed to prepare vouchers accordingly.

Respectfully yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: M. H. Hawke
F. Query

Mr Hawke: I attache hereto signed copy of the assignment referred to in the above letter for transmittal to the Secretary of State. I also attach a copy of the surety's letter consenting to the assignment.

Mr. Query: I hand you herwwith the original assignment and the surety's letter of consent, both of which should be noted on Mrs. Lewis' card and file in the contract.

HEAD OFFICE

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND 8, OREGON

CABLE ADDRESS
"UNITBANK"

June 12, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you very much for preparing the Assignment of Claim forms for use in connection with credit provided by us to Mr. Barney B. Helser in connection with your Contract No. 3465.

As prescribed in your letter we are returning the original and one copy of the Assignment together with the required letter from Great American Indemnity Company consenting to the assignment without prejudice to the bond.

Yours very truly,

T. S. Prideaux
Assistant Cashier

TSP:ms

ACKNOWLEDGED
H B. CLAISYER

WELLS-REED INSURANCE . General Agents

412 Failing Building . Atwater 7305 . Portland 4, Oregon

June -- 11, 1951

Oregon State Highway Commission
Salem, Oregon

Re: Contract 3465 - Horse Ridge-Hampton Section of the Central Oregon Hithway in Deschutes County

Gentlemen:

We hereby consent to an assignment of the estimates, with the exceptions of the retained percentage, under the above described contract of Barney B. Helser, to the U.S. National Bank of Portland (Oregon).

This in no manner waives or alters the terms and conditions of our bond thereon.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPAN

BY Fred C. Reed /s/
Attorney-in-fact

FCR:al

cc: U. S. National Bank

6/13 original letter filed in contract # 3466

RECEIVED
JUL 12 1951
FOR FILING

1 8305
2/25

NOTED
H. B. GLAISYER

June 1, 1951

The United States National Bank
P.O. Box 4410
Portland 8, Oregon

Attention: Mr. T. S. Prideaux

Gentlemen:

Responding to your telephonic request of a few moments ago, I prepared, and enclose, for your purposes a formal assignment whereby Mr. Barney B. Helser, contractor, for the Horse Ridge-Hampton Rock Production Project on the Central Oregon Highway, Deschutes County, Contract No. 3465, assigns to The United States National Bank of Portland, Oregon all monies now due or may hereafter become due him in connection with this project.

Please have Mr. Helser sign all copies and, when that has been accomplished, return the original and one copy to me for further handling.

We shall be pleased to honor the assignment on the condition that the surety on the bond furnished by Mr. Helser in connection with this job consents to the assignment without prejudice to the bond. The bond is written by the Great American Indemnity Co., Wells-Reed Insurance Agents. A letter from the surety giving its consent will suffice.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc. (2)

Copies to

S[illegible] OF OREGON—HIGHWAY DEP[illegible]NT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ten

($ 10 00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies now due and hereafter to become due me from the Oregon State Highway Department for work performed by me in connection with state highway contract No. 3465, Ironside-Hamilton Rock Production Project, except retained percentages, to the United States National Bank of Portland, Oregon, and authorize and empower said The United States National Bank of Portland, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this ..... day of ....., 19 51

Executed in the presence of us as witnesses:

.....

.....

.....

.....

STATE PRINTING DEPT.

RECEIVED
FOR FILING
9-8305

March 30, 1951

Barney B. Helser
Post Office Box 327
Vale, Oregon

Dear Mr. Helser:

Enclosed herewith is a fully executed copy of Contract No. 3465, which was awarded to you on February 26 by the State Highway Commission, covering the Horse Ridge--Hampton Rock Production Project on the Central Oregon Highway in Deschutes County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

Barney B. Helser
Box 327
Vale, Oregon

Dear Sir:

The State Highway Commission on February 26, 1951, awarded you Contract No. 3465 for the Horse Ridge-Hampton Rock Production Project on the Central Oregon Highway between Bend and Burns in Deschutes County. This award was based on your low bid of $49,275.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S. H. Probert

33-4212 Clear Creek-White School Sec. 1951
of the Wapinitia Hwy. about 15
#3466 miles SE Government Camp.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 17, 1952

(CONTRACT NO.) 3412	(EST. NO.)	(CONTRACTOR)	
3466	5-final	Asphalt Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
392	B-32202	$ 1,511.01	Jan. 17, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1951

Time Extensions: Extended to Oct. 4, 1951 without penalty

Completion Date: Oct. 4, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-18-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 18 1952

RECEIVED
JAN 9 1952
FOR FILING

3 - 4421 -
3 1 6

January 7. 1952

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State highway contract No. 3466 for work performed on the Clear Creek-White School Section of the Wapinitia Highway in Wasco County was completed by the contractor, Asphalt Paving Co., on October 4 and was formally accepted by the Highway Commission on December 20, 1951.

Final payment in the amount of $1,511.01 will be released to the contractor on or after January 17, 1951. The total contract amount is $50,367.09, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: The Landry Co.
419 Main Street
Klamath Falls, Oregon

NOTED ON CARD
1-7-52

RECEIVED
DEC 1951
FOR FILING

12-4-51
3466

December 3, 1951

Fidelity and Casualty Co. of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Asphalt Paving Company, on contract No. 3466 covering reoiling and rock production on the Clear Creek-White School Section of the Wapinitia Highway in Wasco County. This payment, in the amount of $3,554.44 will be made on or after December 13, 1951. The retained percentage is $1,511.01.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc - The Landry Company
419 Main Street
Klamath Falls, Oregon

NOTED ON CARD
12-3-51
m l

RECEIVED
FOR FILING

October 25, 1951

Asphalt Paving Co.
P. O. Box 547
Klamath Falls
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 11, 1951, has under discussion your request for an extension of time of 19 days, from September 15 to October 4, 1951, within which to complete your contract No. 3466 for re-oiling and rock production on the Clear Creek-White School Section of the Wapinitia Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

R. H. Baldock, Secretary
STATE HIGHWAY COMMISSION

By

Floyd Avery
Acting Secretary

gl

cc: A. G. Skelton,
Division Engineer

Tom Operal,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTE ON CARD

Form E-1—SM—3-50

33-4212

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1951

Section Clear Creek-White School

Kind of work Reoiling & Rock Production

Highway Wapinitia

Section prefix 33-42I2

Contractor Asphalt Paving Co.

Contract number 3466

Date of contract February 26, 1951

Date of completion , 19

Date work started May 8, 1951

Estimated date of completion September I5, 1951

Amount of contract . . . . . $ 53,7I0.00

Per cent of time elapsed II5 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 56,355.95

Per cent of contract completed, based on total contract price . . . . . 93 %

Engineering cost to date $ I350.00, 42.9 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed moving his equipment off the job today.

He lacks about 900 c. yds. crushed rock in stock piles to complete contract bid items.

RECEIVED
OCT 23 1951
STATE HIGHWAY ENGINEER

Signed Jmi Opsdal

Address P.O. Box 4699 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				I5.I5	
Miles partially completed					
Miles completed				I5.39	
Total estimated quantities			5600 c. yds.	530 T.	
Estimated quantities moved or placed to date			4700 "	48I T.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			I		
Hours per shift			8		
Average force on project for week			5		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Showers		
Friday	"		
Saturday	"		

State Printing Dept. 38842

RECEIVED
OCT 1951
FOR FILING

October 1, 1951

Request for extension of time
No. 14
October 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Asphalt Paving Company for an extension of time on Contract No. 1466, Clear Creek - White School Hauling and Rock Production Project on the Applegate Highway, from September 15, 1951 to October 4, 1951.

The contractor had completed all oiling on this section within the specified time limit but, due to the difficult quarry, they were unable to complete the production of the maintenance materials within the time limit. There will be no inconvenience to the State, nor additional expense incurred because of the overrun.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

lg

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
MAR 1
FOR FILING

22-4212
3466

March 14, 1951

Asphalt Paving Co.
P. O. Box 547
Klamath Falls, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3466 which was awarded to you on February 26, 1951 by the State Highway Commission, for rock production and reoiling on the Clear Creek-White School Section of the Napinitia Highway in Wasco County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

Asphalt Paving Co.
P. O. Box 547
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on February 26, 1951, awarded you Contract No. 3466 for furnishing 5,600 cu. yds. crushed rock in stockpiles and re-oiling 15.15 miles of Clear Creek-White School Section of the Wapinitia Highway about 15 miles southeast of Government Camp in Wasco County. This award was based on your low bid of $53,910.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S. H. Probert

6-3303 Myrtle Point Rock Production 1951
Project on the Coos Bay-Roseburg
and Powers Secondary Highway near
#3467 Myrtle Point.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 20, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3467	5-final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8330	R-40656	$ 1,583.40	5/19/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: to Dec. 22, 1951 without penalty

Completion Date: Dec. 22, 1951

Date Accepted: April 21, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-21-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 21 1952

NOTED ON CARD
5-21-52

RECEIVED
FOR FILING

May 9, 1952

Mr. Barney B. Helser
P. O. Box 327
Vale, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 21, 1952, had under discussion your request for an extension of time of 82 days, from September 30 to December 22, 1951, within which to complete your contract No. 3467 for rock production on the Myrtle Point Section of the Coos Bay-Roseburg and Powers Secondary Highways in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

George A. Barnhart,
Resident Engineer

H. O. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
MAY 1 1952
FOR FILING

May 2, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3467 for rock production on the Myrtle Point Section of the Coos Bay-Roseburg and Powers Secondary Highways in Coos County was completed by the contractor, Barney B. Helser, on December 22, 1951 and was formally accepted by the Highway Commission on April 21, 1952.

Final payment in the amount of $1,583.40 will be released to the contractor on or after May 12, 1952. The total contract amount is $52,780.16, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
APR 17 1952
FOR FILING

April 16, 1952

Request for extension of time
No. 4
Apr. 21 and 22 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Barney E. Nelser for an extension of time on Contract No. 3407, Myrtle Point Rock Production Project, from September 30, 1951 to December 22, 1951.

This contract involved the production of crushed gravel from a bar in the Coquille River. High water in the early spring, and an excessive amount of fine materials which necessitated rewashing of the finished product, delayed the completion of the project.

There was no inconvenience to the department nor any excess engineering expenses incurred due to the overrun in time, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:sh lg

cc Mr. W. C. Williams
Mr. H. G. Smith

Enclosure

RECEIVED
FOR FILING

January 28, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser in connection with contract No. 3467, for rock production on the Myrtle Point Section of the Coos Bay-Roseburg and Powers Secondary Highways in Coos County.

This payment, in the amount of $2,426.29, will be released to the contractor on or after February 7, 1952. The retained percentage is $1,583.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 11/10/51 to 12/22/51, 19

Section Myrtle Point Rock Production Project

Kind of work Rock Production

Highway Coos Bay-Roseburg and Powers secondary

Section prefix 60 6-8303

Contractor Barney B. Hesler

Contract number 3467

Date of contract Feb. 27, 1951, 19

Date of completion Sept. 30, 1951, 19

Date work started July 24, 1951, 19

Estimated date of completion Nov. 17, 1951, 19

Amount of contract . . . . . $ 57,958.31

Per cent of time elapsed 130 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 57,958.31

Per cent of contract completed, based on total contract price . . . . . 98 %

Engineering cost to date $ 2000.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

11/3 - 11/10 Helser has installed a large 3" pump and is washing on both decks. Rock is clean

11/12 - 11/17 High water due to rain stopped the plant for one day. Had to move the shovel on the bar.

11/19 -11/24 Primary crusher brock down. Replaced screens on all decks while crusher was being repaired.

11/26 - 12/22 Helser has 3/4 piles completed. Only about 100 C.Y. of ¼ to finnish piles. Will probably be through with the ¼-10 by sat. Night. If not he will finnish the first week of Jan.

Rock has been clean since instalation of 3" pump.

NOTED

RECEIVED
DEC 24 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed [signature] Res. Eng.

Address Box 716 Coquille, Ore.

NOTED
K. D. LYTLE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48416

RECEIVED
MAR 30 1951
FOR FILING

6-8302

March 30, 1951

Barney B. Helser
Post Office Box 327
Vale, Oregon

Dear Mr. Helser:

We enclose herewith a fully executed copy of contract No. 3467, which was awarded to you on February 27, 1951 by the State Highway Commission, covering the Myrtle Point Rock Production Project on the Coos Bay-Roseburg and Powers Secondary Highways. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

Barney B. Helser
Box 327
Vale, Oregon

Dear Sir:

The State Highway Commission on February 27, 1951, awarded you Contract No. 3467 for the Myrtle Point Rock Production Project on the Coos Bay-Roseburg and Powers Secondary Highways near Myrtle Point in Coos County. This award was based on your low bid of $53,462.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S H Probert

23-5311 Rock Creek-McDermitt Rock 1951
Production Project on two
units of the ION Hwy. North & E.
#3463 of McDermitt

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) Feb. 25, 1952

(CONTRACT NO.) 3467

(EST. NO.) 7-final

(CONTRACTOR) C. E. Leseberg

3468
(VOUCHER NO.)

(WARRANT NO.)

(AMOUNT)

(DATE)

2732 | R-34670 | $ 1,632.10 | 2/20/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: extended to Dec. 30, 1951

Completion Date: Dec. 7, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-26-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FEB 6 1952
FOR FILING

February 5, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francico 4, Calif.

Gentlemen:

State highway contract No. 3468 for rock production on the Rock Creek-McDermitt Section of the I.O.N. Highway in Malheur County was completed by the contractor, C. E. Leseberg, on December 7 and was formally accepted by the Highway Commission on December 20, 1951.

Final payment in the amount of $1,632.10 will be made to the contractor on or after February 15, 1952. The total contract amount is $56,956.86, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD
2-15-52 gl

RECEIVED
DEC [illegible] 1951
FOR FILING

December 27, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to C. E. Lesseberg in connection with contract No. 3468, covering rock production on the Rock Creek-McDermitt Section on the I.O.N. Highway in Malheur County.

This payment, in the amount of $3,471.35, will be released to the contractor on or after January 7, 1952. The amount of retained percentage is $1,711.07.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD
12-27-51 g

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 15, 1951

Section Rock Creek - McDermitt

Highway I. O. N.

Contractor C. E. Leseberg

Date of contract Feb. 27, 1951

Date work started July 10, 1951

Amount of contract . . . . . $ 59,080.40

Estimated cost of completed project, exclusive of engineering . . . . . $ 57,035.83

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 2,275.00, 3.65 %

Kind of work Rock Production

Section prefix 23-8311

Contract number 3468

Date of completion Sept. 30, 1951

Extension applied for

Estimated date of completion , 19

Per cent of time elapsed 100 %

Date project was completed Dec. 7, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed project on Dec. 7, 1951.

Semi-final estimate sent to Division Engineer on Dec. 12, 1951.

Final weekly report.

NOTED
H. G. SMITH

RECEIVED
DEC 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			64		
Miles partially completed			0		
Miles completed			0		
Total estimated quantities			27,700 cy. (includes P.A. #1)		
Estimated quantities moved or placed to date			26,2[illegible]1.4 cy.		
Average daily quantities			90 cy.		
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men					Superintendent		1
Men and teams					Men		7
Men and trucks under 3 tons					Total		8
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants ....1.....

Compressors ....., Bulldozers ....1...., Sheep-foot rollers ....., Trucks 3. ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear	None	
Monday	Cloudy	"	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday	"	"	

State Printing Dept. 38842

RECEIVED
NOV 1
FOR FILING

183-231
3419

October 24, 1951

Mr. . E. Lueseberg
eece Ave.
Nyssa, Oregon

Dear Sir:

The tate Highway ommission, at its meeting held on October 11, 1951, had under discussion your request for an extension of time of 90 days, from September 30 to December 30, 1951, within which to complete your contract No. 3468, for rock production on the Rock reek-McDermitt ection of the I.O.M. Highway in Malheur County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the tate Highway ngineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

ery truly yours

. B. Blaisger, ecretary
HIGHWAY COMMISSION

loyd ery
Actin ecretary

gl

cc: . I. Chidsey,
ivision ngineer

J. T. Burch,
esident ngineer

E. G. Smith,
Construction ngineer

RECEIVED
OCT 1951
FOR FILING

October 1, 1951

Request for extension of time
No. 10
October 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from C. L. Ansberg for an extension of time on Contract No. 34[illegible], Jack Creek-Summit Lock Production Project, on the I. S. H. Highway, from September 30, 1951 to December 30, 1951.

The original contract called for the production of materials for the placing of oiled macadam resurfacing on certain portions of the I. S. H. Highway. After the contract was awarded and the contractor had started work it was decided that asphaltic concrete should be placed on the sections above mentioned. This change in plans necessitated the changing of the type of materials to be produced, which delayed the contractor to some extent. No inconvenience has been caused the State, as the materials are not needed until next year.

For these reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

lg

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
MAR 29 1951
FOR FILING

23-8311

3468

March 28, 1951

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3468, which was awarded to you on February 27, 1951 by the State Highway Commission, for rock production on the I. O. N. Highway in Malheur County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

C. E. Leseberg
201 Reece Ave.
Nyssa, Oregon

Dear Sir:

The State Highway Commission on February 27, 1951, awarded you Contract No. 3468 for the Rock Creek-McDermitt Rock Production Project on two units of the I. O. N. Highway north and east of McDermitt in Malheur County. This award was based on your low bid of $59,080.40 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S. H. Probert

30-1634 Hermiston (Railroad to Hurlhurt 1951
Ave.) Section of The Old Oregon
Trail Hwy. in Hermiston

#3469

RECEIVED
FOR FILING

OREGON STATE HICHWAY COMMISSION
(date)
August 16, 1951

3 & 4		
3467 (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3469	3 & 4 F	Morrison & Fisher
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
13283	R-21667	$ 454.86 Aug. 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1951

Time Extensions: None needed

Completion Date: May 23, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-17-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
AUG 17 1951
D B Dayton

NOTED ON CARD

RECEIVED
JUL 24 1951
FOR FILING

July 24, 1951

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

State highway contract No. 3469 for work performed on the Hermiston (Railroad to Hurlburt Ave.) Section of the Old Oregon Trail in Umatilla County was completed by the contractor, Morrison & Fisher, on May 23, 1951 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $454.86 will be made to the contractor on or after August 3, 1951. The total contract amount is $4,980.86, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSSION

Secretary

gl

NOTED ON CARD

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report #5

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 26, 19 51

Section Hermiston (Railroad to Hurlburt Ave.)

Kind of work Grading & Oil Mat Surfacing

Highway Old Oregon Trail

Section prefix 30-1034

Contractor Morrison & Fisher

Contract number 3469

Date of contract February 27, 19 51

Date of completion July 31, 19 51

Date work started April 24, 19 51

Estimated date of completion June 2, 19

Amount of contract $5,400.00

Per cent of time elapsed 57.1 %

Estimated cost of completed project, exclusive of engineering $5,645.00

Per cent of contract completed, based on total contract price . . . . . 100. %

Engineering cost to date $ 487.21, 112.7 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished the section May 22, except some cleaning up to do.

NOTED
B. A. MARTIN

Signed W. L. Thedge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		.14		.14	
Miles partially completed		.14			
Miles completed		.14		.14	
Total estimated quantities		300			
Estimated quantities moved or placed to date		~~300~~			
Average daily quantities		150			
Average daily quantities necessary to complete project on time		0			
Number shifts per day					
Hours per shift					
Average force on project for week				11	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...1..., Power graders ...1..., Rollers ...1..., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ...1..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair-HOT		
Wednesday	Pt. Cloudy		
Thursday	Fair-windy		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 41608

RECEIVED
MAY 29 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAR 29 1951
FOR FILING

3c-10-7

3469

March 28, 1951

Morrison & Fisher
P. O. Box 82
Walla Walla
Washington

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3469 which was awarded to you on February 27, 1951 by the State Highway Commission, for grading and surfacing on the Hermiston (Railroad to Hurlburt Ave.) Section on the Old Oregon Trail in Umatilla County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

Morrison & Fisher
P. O. Box 82
Walla Walla, Washington

Gentlemen:

The State Highway Commission on February 27, 1951, awarded you Contract No. 3469 for 0 14 mile grading and oil mat surfacing, and construction of concrete curbs, sidewalks and driveways on the Hermiston (Railroad to Hurlburt Avenue) Section of The Old Oregon Trail Highway in Hermiston, Umatilla County. This award was based on your low bid of $5,400.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S. H. Probert

RECEIVED
NOV 13 1950
FOR FILING

2-1-124
3467
Hermiston

4-P
10/12/50

October 12, 1950

Mr. P. C. McKenzie
City Recorder
Hermiston, Oregon

Dear Mr. McKenzie:

The State Highway Commission, at its last meeting, had under discussion a request from the City of Hermiston for the widening of certain streets that are state highway routes in Hermiston.

I thought you'd like to know the Commission approved the project for 1951 undertaking. The estimated cost of the project is $4,100.00, including construction of curbs. Approval of the project was given by the Commission on the condition that the City of Hermiston will assume the responsibility of removing trees if necessary. The matter is to be covered by a written agreement which will be prepared by the State Highway Commission.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:cm

RECEIVED
AUG 21 1950
FOR FILING

30-11-54
3-4-1

August 14, 1950

4-P

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a letter received from W. C. McKenzie, Recorder of the City of Hermiston, having reference to some street widening they wish performed on state highway routes in the city of Hermiston. You will remember that this was called to your attention at the time you made your inspection trip to Hermiston and Henary Lee.

As originally reported to you that the cost of the proposed work was $3,000, but this was based on the assumption that the City would construct the curbs. The curbs are estimated to cost $1,100, so that the total cost of the project is $4,100. It is now my understanding that the City of Hermiston is requesting that the State do all of the work.

Very truly yours,

H. M. Baldock
State Highway Engineer

WCW:me hi
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

City of Hermiston

HERMISTON, OREGON

OFFICE OF THE RECORDER

August 9, 1950

Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Gentlemen: Att. Mr. R. H. Baldock

When in Pendleton a short time ago, at the meeting of the Commission, I spoke to you and some of the others regarding widening First Street and Gladys Avenue, as referred to in my letter to you of December 12th.

I was told at that time to call this to your attention in time for the meeting of the Commission the middle of August.

I wish you would please take this up again with the Commission. I think the work can be done by local contractors for much less than the estimate made by your Pendleton man.

Yours very truly,

City of Hermiston

F. C. McKenzie

By F. C. McKenzie
Recorder

FCMcK/lmp

Williams.
see me

RECEIVED
APR 5 - 1950
FOR FILING

4-V

30-1-31

3461

March 3, 1950

F. C. McKenzie, City Recorder,
Hermiston,
Oregon

Dear Mr. McKenzie:

Reference is made to your letter of December 12, 1949, directed to the attention of Mr. R. H. Baldock, State Highway Engineer, in which you request on behalf of the City of Hermiston that the State Highway Commission assist the city in widening certain streets, some of which are designated highway routes.

This matter has been investigated by the Engineering Department and their report on the subject was rendered to the Highway Commission at its last meeting.

Considering all the facts as disclosed by the report, the Commission could not see its way clear to approve your request. I was instructed to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBC:fm

RECEIVED
JAN 30 1950
FOR FILING

2C-11-24
2469

January 27, 1950

4-V

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a letter received from F. C. McKenzie, City Recorder of Hermiston, requesting the State Highway Commission's assistance in widening certain streets in Hermiston.

First Street, one of the streets to which he refers, is the route of the Old Oregon Trail Highway and now has a minimum width of 36 feet through the area they desire to widen. We see no particular benefit in moving the existing curb back six and one-half feet, as the present width is sufficient for two moving lanes of traffic and curb parking.

Gladys Avenue, on which widening is also requested, is the route of the Hermiston Secondary Highway. Traffic is light, and the need of widening is questionable.

The estimated cost of the portion of the work requested is $3,000. There are so many other towns where there is traffic congestion and need of widening that only a low priority could be given to the widening of the streets through Hermiston. I recommend the request be denied.

This matter will be on the next agenda for your consideration, and we will have a map of the requested work.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

WCW:me hi

cc Mr. W. C. Williams
Mr. H. G. Smith

FORM E-30 25M 1-49 20023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 17, 1950
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

NC
W. C. WILLIAMS

O F F I C E

Dear Sir:

Answering request in Assignment No. 1595. I attach cost estimate prepared by District Maintenance Superintendent, L. C. Smitton, for widening First and Gladys Streets in Hermiston.

This is for reply to letter of December 12 from Mr. F. C. McKenzie, City Recorder. Map is attached.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:es
Enclosure

C O P Y

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
Jan. 12, 1950

SUBJECT: Estimate of cost for widening 1st St. and Gladys St. in Hermiston

To: Mr. E. F. Chidsey
Division Engineer
Highway Commission
La Grande, Oregon

Dear Sir:

As per your letter of the 6th, Mr. Hodge and I went over the proposed widening in Hermiston with Mr. McKenzie, City Recorder, and Mr. Moore on the City Council.

Widening on 1st Street will be on one side only, and the same on Gladys Street. The City will fell and dispose of the trees, however the stumps and roots will be removed with excavation, unless we can have the city grub these stumps. Did not think of this angle yesterday, but when it comes up at the commission hearing it could be considered.

The estimated quantities and estimated costs are as follows:

Excavation 300 C.Y. at $1.00	$ 300.00
Remove curbs 725 L.F. at .80	580.00
Remove conc. S.W. 100 Sq. Yds. at .80	80.00
Construct Conc. curbs 23 C.Y. at 50.00	1,150.00
Construct Conc. S.W. 4" thick 100 S. Y at 3.50	350.00
Construct Conc. Driveways 20 Sq. Yds. at 4.50	90.00
900 Sq Yds 0-11 as follows	
300 C. Y. Gravel base at 2.00	600.00
Sprinkling 10 M Gal at 3.00	30.00
3/4-0 Leveling course 50 C. Y. at 5.00	250.00
Asphalt 5 Tons at 50.00	250.00
Aggregates 40 C.Y. at 5.00	200.00
Placing broken concrete slope	250.00
Total	$4,130.00

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

.....

.....

SUBJECT:

To:

Disposal of excavated material and broken up curbs and side walks would be taken care of by widening 1st Street next to Tum -a- Lum Lumber Co. at the north west corner of 1st and Gladys Streets. The concrete should be partially hand placed to steepen the slope and covered with excavated material and then surfaced with gravel material reclaimed from gutters. Any surplus to be hauled for widening inside half mile limits.

I think our estimate of doing the oiling should be based on doing it with our forces, and if prices shown do not meet this they should be revised. We have aggregates 2 miles south of town, but no but no 1¼" rock is available that I know of.

Mr. McKenzie thinks there are several local contractors who would be interested and equipped to do this work, other than oiling.

Am returning the city map, sheet 12 of Umatilla-Dam, Hermiston Secondary and copies of letters pertaining to this project.

Very truly yours,

L. C. Smitton (Signed)
L. C. Smitton
Dist. Maint. Supt.

LCS:HC
cc/ W. S. Hodge
cc

RECEIVED
DEC 16 1949
FOR FILING

30-1131
3469

December 14, 1949

Mr. F. C. McKenzie
City Recorder
Hermiston, Oregon

Dear Sir:

Receipt is acknowledged of your two letters of December 12, one letter advising of the work performed with your 1949 motor vehicle revenues and the other letter requesting advice as to whether the State would widen the state highway, which is routed along First Street.

We thank you for your information relative to location and manner of the expenditure of your motor vehicle funds. As to widening of First Street, before I can intelligently present this matter to the Commission, it will be necessary that we have an estimate of cost of the work proposed. I am requesting that such an estimate of cost be made, and as soon as the data are available the matter will be presented to the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

ASSIGNMENT No. 1595

SUBJECTION: F. C. McKens. s letter of 12-12-49 re wideni
st Street from alley between Main Street and Hurlburt Avenue
to Gladys Avenue and Gladys Avenue from Railroad R/W to First St.
by taking our curb and trees and installing new curb nex to sidewalk
DATE: 12-14-49 ASSIGNED TO: Smith

- [x] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____

[x] Estimated cost please.

WCW

REPORT RECEIVED: 1-4-50 mc

REMARKS: 1-17-50 mc

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

City of Hermiston

HERMISTON, OREGON

OFFICE OF THE RECORDER

December 12, 1949

...E RETURN TO
W. C. WILLIAMS
...G

Oregon State Highway Commission
Salem,
Oregon.

Attention: Mr. R. H. Baldock

Gentlemen:

We are planning on widening First Street from the Alley between Main Street and Hurlburt Avenue to Gladys Avenue, and Gladys Avenue from the Railroad Right of way to First Street, by taking out the present curb and all trees and installing a new curb next to the present side walk.

This is all on the State Highway and would widen same by about six and a half feet. This is the most congested traffic area in Hermiston and we would like to know if it would be possible to get the Highway Commission to do this for us.

We plan on doing the same on Second Street from Hurlburt Avenue to the Alley between Gladys and Ridgeway, but of course this is not on the State Highway, and we are not asking for any assistance on this part of the work.

This is also marked on the enclosed map.

Kindly let us hear from you regarding this and any assistance given will be greatly appreciated.

Yours very truly,

CITY OF HERMISTON

By F. C. McKenzie
F. C. McKenzie,
City Recorder.

FCMcK/aaw

RECEIVED
JAN 31 1950
FOR FILING

HERRISTON CITY PROJECT

Item	Unit	Quantity	Allowance	Total	Unit Price	Cost
Excavation	Cu. Yds.	670	60	730	1.50	$1,095
Remove Curb	Lin.Ft.	900	90	990	0.40	396
Const. Curb 7" Exp. Type C	Cu.Yds.	45	5	50	45.00	2,250
3"-0" Base Rock, 9" Comp.	Cu.Yds.	510	50	560	1.50	840
3/4"-0" Leveling Rock, 2" Comp.	Cu.Yds.	113	12	125	3.50	438
Binder Course and 3" (B-11)						
Asphalt	Tons	13.0	1.0	14.0	55.00	770
RC-3 - Binder only	Tons	2.47	0.53	3.00	55.00	165
Aggregate	Cu.Yds.	206	24	230	5.00	1,150
						7,104
			Engr. & Cont.			716
						$7,820

FIRST

JENNIE AVE

CATHRINE AVE.

2

1

Frame Garage

Garage

Ho

Ho

Ho

Machine Shed

Const. Road Appr.
Salv. and Relay 18" Pipe 12'
Install 18" Pipe 12'

Construct Irrig. Ditch in New Loc.
Construct 9 Diversion Structures

Conc. Drop

Inst. 18" Pipe 30'

Conc. Drop

280

S. 0°15'

275

274+50 Rd. Appr. Rt.
Salvage 18" Pipe 30'

Limits. 274+33

FINAL SURVEY	BY	DATE
NOTE BOOK	SURVEYED	
NO.	PLOTTED	
	TEMPLATE	
	AREAS	
	AREAS CHECKED	

T4N., R28

CATHRINE AVE.

FURNAS AVE.

ST

Frame Garage

Ho

Ho

Ho

Machine Shed

School

Grade School

12

Road.

Const. Road Appr.
Salv. and Relay 18" Pipe 12'
Install 18" Pipe 12'

Construct Irrig. Ditch in New Loc.
Construct 9 Diversion Structures

Inst. 18" Pipe 30° Conc. Drop

Drop

280

Const. 4' Oiled Rock Ft path.

285

Irrig. Ditch (in place)

S. 0°15' W.

Const. Road Appr.
Salvage and Relay
12" Pipe 20'

Ho

Garage

Ho

Pumping Plant

Install 18" Pipe 42' +50

Const. Road Conn.
Install 12" Pipes 30'
Rt. & Lt.

Oiled

T4N., R28E. W.M.

FURNAS AVE.

AVE.

SECOND

GLADYS

MAIN St.

School

Const. Road Appr.
Salvage and Relay
12" Pipe 20'

285

Rock Ftpath.

itch (in place)

Road.

Grade School

12

Church

290

1½" Water Line

7

18 to 20 Ft.

Land Office

Hotel

6

Bank

10" Water Line

Curb

B-11

Garage

Serv. Sta

Ho

Const Road Conn.
Install 12" Pipes-30'
Rt. & Lt.

Oiled

Lumber Shed

Conc Wall

To Umatilla Water Line

Install 18" Pipe 42' +50

(UNION PAC.)

UMATILLA DAM-HE
OLD OREGON TRA
UMATILLA C

FED. ROAD Div. No.	STATE	P N
8	OREGON	S

GLADYS AVE.

SECOND

MAIN St.

ST.

HURLBURT

7

6

18 to 20 Ft.

Land Office

Hotel

Bank

FRONT ST.

10" Water Line

B-11

B-11

Existing HWY To Pendleton

To Pendleton

Garage

Serv. Sta

ho

This si

Street

U.C.S.

PAC.)

UMATILLA DAM-HERMISTON SEC OLD OREGON TRAIL HIGHWAY UMATILLA COUNTY				SHEET No. 12
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-89(1)		See Index

ST.

HURLBURT

6

FRONT ST.

Bank

B-11

Existing HWY To Pendleton →

To Pendleton →

This side of Sheet L.C.S.

FINAL SURVEY		DATE	BY
NOTE BOOK	SURVEYED		
NO.	PLOTTED		
	TEMPLATE		
	AREAS		
	AREAS CHECKED		

JE

CATH

1

Const. Road Appr:
Salv. and Relay 18" Pipe 12'
Install 18" Pipe 12'

Frame Garage

Construct Irrig. Ditch in New Loc.
Construct 9 Diversion Structures

Conc. Drop

Inst. 18" Pipe 30'

Conc. Drop

280

Cons

S. 0°15' W

275

274+50 Rd. Appr. Rt.
Salvage 18" Pipe 30'

Ho

Ho

Ho

Machine Shed

Garage

City Limits 274+33

274+50 Rd Appr Rt. Salvage 18" Pipe 30' Str. Exc. 4 c.y.		279+00 Install 18" Pipe 30' Str. Exc. 2 c.y.	281+75 Const Road Appr. on L Salv. and Relay 18" Pipe Install 18" Pipe 12' Str. Exc. 3 c.y.

Construct Irrig. Ditch in New Loc.
Construct 9 Diversion Structures
Inst. 18" Pipe 30' Conc. Drop
280
Const. 4' Oiled Rock Ft path.
285
Irrig. Ditch (in place)
S. 0°15' W.
Const. Road Appr.
Salvage and Relay
12" Pipe 20'
Road.
Church
290
Ho
Garage
Ho
Pumping Plant
Install 18" Pipe 42' +50
Const Road Conn.
Install 12" Pipes 30'
Rt. & Lt.
Oiled
Lumber Shed
C. W. R. & N. Co.

279+00
Install 18" Pipe 30'
Str. Exc. 2 c.y.

281+75
Const Road Appr. on L
Salv. and Relay 18" Pipe 12'
Install 18" Pipe 12'
Str. Exc. 3 c.y.

285+70
Const Road Appr. on L
Salvage and Relay
12" Pipe 20'
Str. Exc. 4 c.y.

288+60
Const Road Conn.
Install 12" Pipes 30' on Rt. & Lt.
Str. Ex. 6 C.Y.

Conc. 2 c.y.

Const. Road Appr.
Salvage and Relay
12" Pipe 20'

ft path. 285

place)

Road

Gro

Church

290

1½" Water L

18 to 20 Ft.

Land Office

Hotel

Bank

B-11

10" Water Line)

Const Road Conn.
Install 12" Pipes 30'
Rt. & Lt.

Install 18" Pipe 42' +50

Oiled

Lumber Shed

Conc Wall

Garage

Servi Sta

B-11

he work on
This side of
Sheet E.C.S.

(UNION PAC.)

C. W. R. & N. CO.

Existing H.W.Y. To Umatilla Over Water Line

285+70
Const Road Appr. on L.
Salvage and Relay
12" Pipe 20'
Str. Exc. 4 C.Y.

288+60
Const Road Conn.
Install 12" Pipes -30' on Rt. & Lt.
Str. Ex. 6 C.Y.

Structure
Exc. 2 C.Y.

Pipe 42'

FRONT ST.

Bank

B-11

Existing H.W.Y. To Pendleton

To Pendleton

B-11

No work on this side of Sheet L.C.S.

ORIGINAL SURVEY
NOTE BOOK
NO.

SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED

480
470
460
450
440

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +30

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +90

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +50

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +23

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +62

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +35

Const. Diversion Structure Class 'A' Conc. 2 c.y. Str. Exc. 1 c.y. +25

Construct Irrigation Ditch on Lt. in New Location
To Exc. 695 c.y.

455.20

500' V.C.

-0.607%

Exc. 1113

S.O.H 2130 Yd. Sta.

Exc. 789

Emb. 743

Emb. 526

From Sta. 221+00

274
275
280

+30 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+90 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+50 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+23 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+62 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+35 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+25 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+30 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

+50 Install 8" Pipe 42'
Str. Exc. 5 c.y.

+25 Const. Diversion Struc
Class 'A' Conc. 2 c.y.
Str. Exc. 1 c.y.

onstruct Irrigation Ditch on Lt. in New Location
Tr. Exc. 695 c.y

-0.607%

+8.30%

448.00

500' V.C.

M 2130 Yd. Sta.

Exc. 789

Emb. 526

Emb. 743

Emb. 2914

Emb 610 For Foot Path

280

285

+25 Const. Diversion Structure
Cross 'A' Conc. 2 C.Y.
Str. Exc. 1 C.Y.

464.50

200' V.C.

+3.30%

-2.079%

456.50

END OF PROJECT

STA. 294+00

0' V.C.

Emb. 2914

Emb 610 For Foot Path

290

294

480

470

460

450

440

4 3
9 10

3

HARTLEY ADD'N.

STOCKTON ST.

GEORGE AVE

MAE AVE

3 RD ST.

MARIE AVE

CITY LIMITS

HERMISTON HEIGHTS ADD'N.

1500 WEST ST.

1400 WEST

STANDARD

HARTLEY

HILLVIEW ADD'N.

RIDGEWAY AVE

10

1000

THORPE

KISTNER

700

600

500

400

3RD.

OSBURN TRACT HOMESITES

E. I. M. AVE.

DOGWOOD AVE.

CHERRY AVE.

BEACH AVE.

OAK AVE.

IVINONA ADDITION

JENNIE AVE

MAY AVE

JUNE AVE

CATHERINE AVE.

STANDARD AVE.

HARTLEY AVE.

MARIE AVE

GEORGE AVE

STOCKTON ST.

HARTLEY ADD'N.

3RD ST.

WEST ST.

1ST ST.

2ND ST.

SPRUCE ST.

NORTH ST.

N. 2ND. ST.

EAST ST.

MENARY ST.

COLLINS ST.

REEDER ST.

MORNINGSIDE TRACTS

LOBAUGH & STORER ADD.

CAMPBELL-TILLER ADD'N.

HERMISTON HEIGHTS ADD'N.

HILLVIEW ADD'N.

HERMISTON PARK NO. 2

HERMISTON PARK NO. 1

LAKE AVE.

RETELL AVE.

WILSHIRE AVE.

SUNSET AVE.

RIDGEWAY AVE.

1200 - 1300 - 1400

1500

1600 - 2000

1700

1800

1900

2000

2100

2200

2300

2400

2500

2600

CHERRY AVE.
BEACH AVE.
MENAR ST.
4TH. ST. EAST
1100 - 1100
1900
200
400
INGSIDE TRACTS
GH & STORER ADD.
JENNIE AVE
CITY LIMITS
JENNIE AVE.
HERMISTON PARK
LAKE AVE.
NO. 2
COLLINS ST.
7TH. ST. E.
BAKER'S 8TH. PLACE ADD.
8TH. ST. E.
RETELL AVE.
CATHERINE
REEDER ST.
WILSHIRE AVE.
HERMISTON PARK NO. 1
SUNSET AVE.
ULRICH ADD'N.
8TH. ST. EAST
RIDGEWAY TRACTS
RIDGEWAY AVE.
LOT "B"
LADY'S
NULL
FAY AVE
HERM. ORCH.
HERMISTON
EAST
AVE.
ELL-
ADD'M
N. 2ND.
1ST.
ERINE
AVE.
EAST
1100
1200
700
800
900
1000
100
200
300
400
500
600
700
800
900
1100
1200
1300
1400
1500
1600
1700
1800
1900
2000
2100
2200
2300
2400
2500
2600
2700
2800
2900
3000
3100
3200
3300
3400
3500
3600
3700
3800
3900
4000
4100
4200
4300
4400
4500
4600
4700
4800
4900
5000

RIDGEWAY AVE

EAST

100

200

RIDGEWAY TRACTS

8TH. ST. EAST

ANNIE AVE.

Y LIMITS Z

12

1

11

2

CITY LIMITS

BUTTE CREEK RD.

TERTLETOWN

MADRONA ADD'N.

THORPE ADD'N.

ADDITION

RIDGEWAY AVE.

HERMISTON AVE.

BUTTE DR.

3RD. ADD'N.

MADRONA

MILLVIEW SADD'N.

HERMISTON HEIGHTS ADD'N.

STANDARD ADD.

HARTLEY

OAK AVE.

LILCUP PARK AVE.

MOORE ADD.

LOCUST AVE.

2 ND. ADD.

1 ST. ADD.

HIGHLAND AVE.

10 TH. ST. WEST

9 TH. ST. WEST

8 TH. ST. WEST

7 TH. ST. WEST

6 TH. ST. WEST

5 TH. ST. WEST

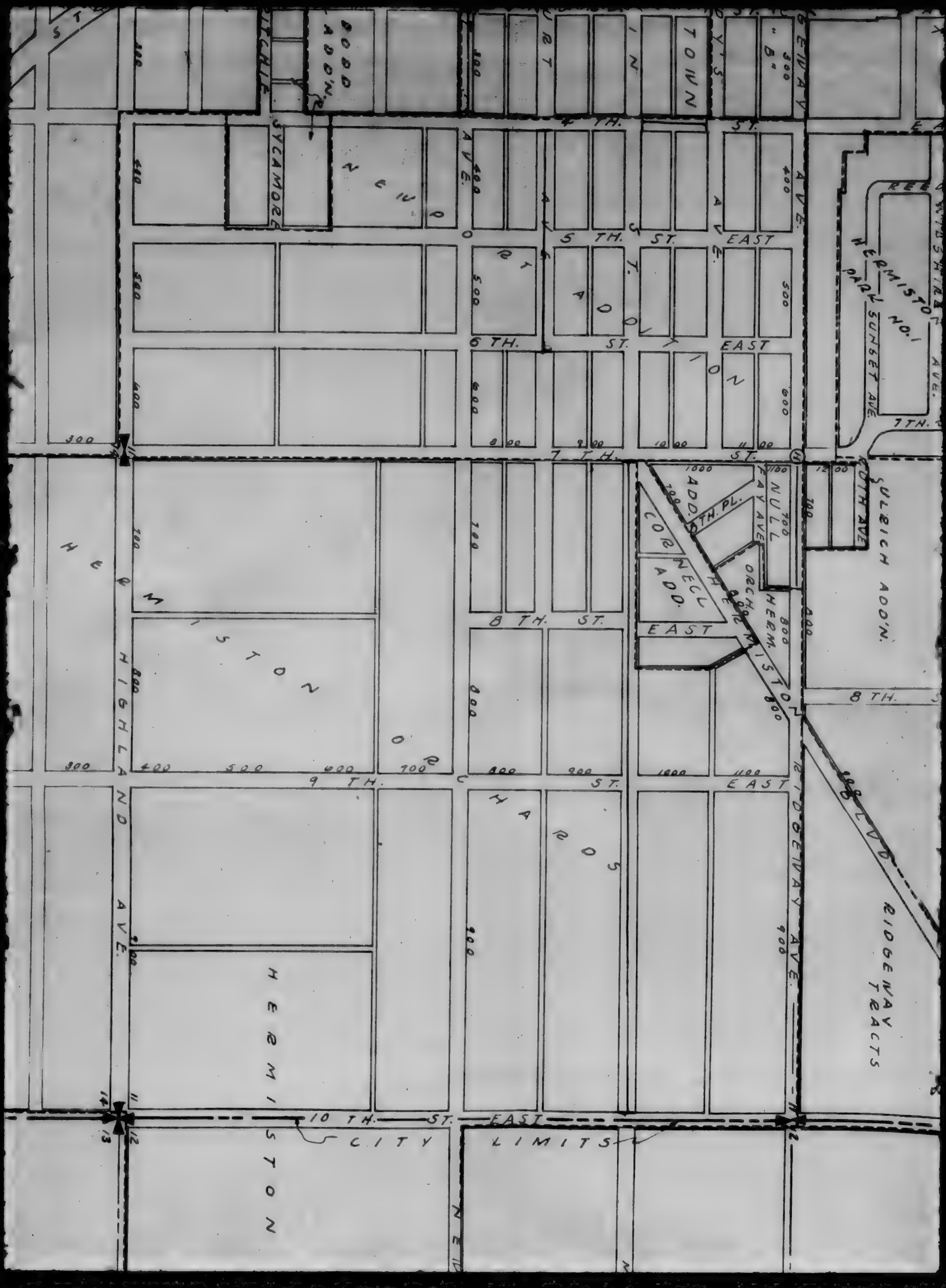
4 TH. ST. WEST

3 RD. ST. WEST

2 ND. ST. WEST

1 ST. ST. WEST

THROOP AVE.
HIGHLAND AVE.
4TH. ST. WEST
3RD. ST. WEST
FIRST ST.
CHAPMAN AVE.
LOCUST AVE.
MOORE AVE.
ADD'N.
DRONA ST.
ELLVIEW ADD'N.
6TH. ST.
2 NO. ADD.
3RD. ST.
1 ST. ADD.
HARTLEY AVE.
4TH. ST.
LOCUST AVE.
HERMISTON ST.
MADRONA AVE.
3RD. ST.
2ND. ST.
ALLEY
KERR'S ADD.
O. R. & N. R. R.
HIWAY
STATE
HURLBURT ADD'N.
SYCAMORE
MAIN
BLADY'S
LOT "B"
2ND. ST. EAST
3RD. ST.
4TH. ST.
5TH. ST.
6TH. ST.
EAST
HERMISTON PARK
HERMISTON NO. 1
SUNSET AVE.
WILSHIRE AVE.
7TH. ST.
REED


TOWN
ADD'N.
SYCAMORE
HIGHLAND AVE.
HEREMISTON
HEREMISTON AVE.
SUNSET AVE.
RIDGEWAY AVE.
RIDGEWAY TRACTS
NULL
ADD.
NECL
ADD.
ORCHARD
ADD.
HEREMISTON
ADD'N.
SULLIVAN ADD'N.
4TH. ST.
5TH. ST.
6TH. ST.
7TH. ST.
8TH. ST.
9TH. ST.
10TH. ST.
EAST
CITY LIMITS
NE 10TH

8 TH.

RIDGEWAY AVE.

RIDGEWAY TRACTS

BLVD.

EAST

9 TH. ST.

HIGHLAND AVE.

HEMISTON HEIGHTS

10 TH. ST. EAST

CITY LIMITS

NEWPORT AVE.

MAIN ST.

11 TH. ST. EAST

12 TH. ST. EAST

BUTLER

10 TH. ST.

9 TH. ST.

8 TH. ST.

7 TH. ST.

3 ST.

3 ST.

3 ST.

10 15 1000 800 700 600 500 100

HIGHLAND AV

LATHROP AVE

LATHROP

ADDITION

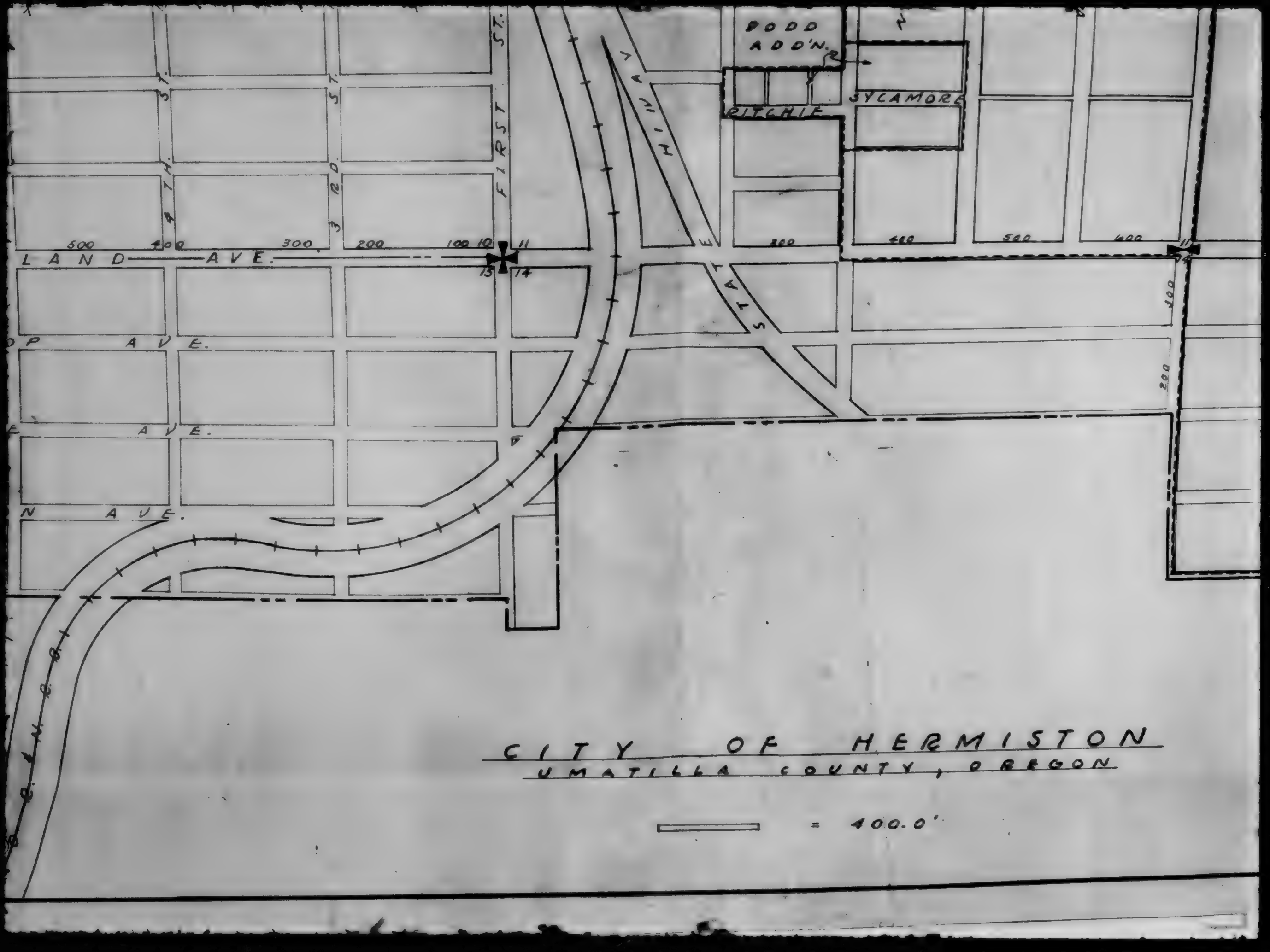
LATHROP AVE.

DUANE AVE.

DIVISION AVE.

100 S 100

CITY LIMITS



CITY OF HERMISTON
UMATILLA COUNTY, OREGON

= 400.0'

HERMISTON

HIGHLAND AVE.

DIVISION AVE.

CITY LIMITS

500 400 300 500 400 300 200 100

11 12 13 14

10

9

HERMISTON ORCHA

HERMISTON
OREGON

C. H.
304

HERMISTON ORCHARDS

10

11 THIRD ST

9

12

11 12

13

14 13

AND AVE.

300

200

100

ON AVE.

100

LIMITS

C. H. STORMS & ASSOCIATES
304 PENNY BLDG. WALLA WALLA

L-91
S-9h(2) W. Mail, J. Imprint Hyvsm-
Duncan Sec., Three Mile Lane
#2LTC econ. Hwy.

RECEIVED
DEC 3 1951
FOR FILING

8-96(2)
(CONTRACT NO.) 470

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 30, 1951

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3470	5-final		(CONTRACTOR) O. C. Yocom & J. C. Compton Co.
20795	B-29012	$ 3,502.04	Nov. 30, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1951

Time Extensions: None

Completion Date: Aug. 25, 1951

Date Accepted: Sep. 12, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-3-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 4 1951
A. A. Winklander

NOTED ON CARD
12-3-51

RECEIVED
FOR FILING

November 7, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3470 for work performed on the West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Secondary Highway in Yamhill County was completed by the contractor, O. C. Yocom Co. and J. C. Compton Co., on August 25 and was formally accepted by the Highway Commission on September 12, 1951.

Final payment in the amount of $3,502.04 will be released to the contractor on or after November 17, 1951. The total contract amount is $112,315.55, of which amount $136.67 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED C.A. CASE

RECEIVED
FOR FILING

October 2, 1951

Oregon State Highway Commission:

Gentlemen:

On the west unit of the South Umpqua River-Te Ida section of the Three Mile Lane secondary highway, the project authorization is $111,313.13. Indications are that the final costs will be approximately $119,500.39, which is an overrun of $8,187.26, or 7.3%.

The major cause of the overrun in this project was in the rock surfacing materials, due to unstable conditions, principally in the shoulders, which caused an overrun of this item in the amount of $7,075.00. Other minor overruns provided the balance.

This matter will be on the next agenda, and authority is requested to increase the project authorization in the amount of $8,200.

Very truly yours,

R. H. Baldock
State Highway engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. ~~H. G. Smith~~
M. J. Hamel

RECEIVED
OCT 1951
FOR FILING

October 2, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to O. C. Yocom Co. and J. C. Compton Co. on contract No. 3470, covering grading and paving on the West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Secondary Highway in Yamhill County.

This payment, in the amount of $7,358.44, will be made to the contractor on or after October 12, 1951. The retained percentage is $3,365.37.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 15, 19 51

Section W. UNit S. Yamhill River - Dayton

Kind of work Grading and Paving

Highway Three Mile Lane Sec.

Section prefix 136 - 1019

Contractor O.C.Yocom Co. & J.C.Compton Co.

Contract number 3470

Date of contract Feb. 27, 19 51

Date of completion Oct. 31, 19 51

Date work started May 2, 19 51

Estimated date of completion , 19

Amount of contract . . . . . $ 98,745.00

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 111,600.00

Per cent of contract completed, based on total contract price . . . . . 113 %

Engineering cost to date $ 7000.00, 7.1 %

Date project was completed Aug. 25, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party in office on quantities for semi-final estimate.

STATE HIGHWAY LIBRARY

RECEIVED
SEP 1 1951
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
SEP 18 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed Maurice N. Jones

Address Rm. 210 Lab. Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.24	3.24			3.24
Miles partially completed					
Miles completed	3.24	3.24			3.24
Total estimated quantities	10,800	9,700			9,100 tons
Estimated quantities moved or placed to date	15,761	14,138			9,078 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48416

RECEIVED
SEP 11 1951
FOR FILING

S-96 (2)
3470

September 6, 1951

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 25, 1951 on Contract No. 3470, West Unit, South Yamhill River-Dayton Section, in connection with Federal Aid Project No. S-96 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
c.c.: John Cattrall

RECEIVED
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

June 6, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

-7-
241

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-96(2)
West Unit, South Yamhill River-
Dayton Section

Dear Sir:

Enclosed for your file is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Ron

(Revised 1946)

State Oregon

Federal Aid Secondary

Project No. S-96(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of June, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto;

Whereas the Highway Department of said State submitted on the 1st day of September, 19 50, a program, which was approved on the 1st day of December, 19 50, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of February, 19 51; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-six thousand and 00/100

dollars ($ 66,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 50+00 on the Line between Sections 22 & 27, T-4-S, R-4-W, W.M., and survey station223+00 in the NW 1/4, Section 30, T-4-S, R-3-W, W.M., without exception

, length 3.236 miles, in Yamhill County, being Oregon Federal Aid/Secondary project No. S-96(2), consisting of 3.236 miles of roadway and no bridges, each of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

(Include date and citation of ...ject have been made available ...DEPARTMENT
Chapter 529, ...

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-six thousand and 00/100 dollars ($66,000.00), which does not exceed the authorized Federal pro rata share of one hundred eight thousand six hundred nineteen and 50/100 dollars ($108,619.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

...day and year first...
...will be found in the agree-

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

May 1, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-96(2)
West Unit, Yamhill River-
Dayton Section, Three Mile
Lane Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to besatisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

April 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the West Unit, Yamhill River-Dayton Section, Project No. S-96 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Jah:jm

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-96 (2)

WEST UNIT, S. YAMHILL RIVER-DAYTON SECTION
OF THE THREE MILE LANE HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1951

Type Code 6706
Roadway (Sta. 50+00 to 164+90.76) (Sta. 183+02.74 to 223+00)

80	cu. yds.	Structural Excavation, Unclassified	$ 2.50	$ 200.00
9,800	cu. yds.	General Excavation, Unclassified	0.62	6,076.00
8,400	yd. miles	Truck Haul	0.01	84.00
2.94	miles	Finishing Roadbed and Slopes	500.00	1,470.00
620	lin. ft.	12-inch Concrete Pipe	2.50	1,550.00
50	lin. ft.	15-inch Concrete Pipe	3.50	175.00
10	lin. ft.	24-inch Concrete Pipe	5.00	50.00
22	lin. ft.	30-inch Corrugated Metal Pipe	8.00	176.00
14	lin. ft.	36-inch Corrugated Metal Pipe	11.00	154.00
650	lin. ft.	Salvaging Culvert Pipe	2.00	1,300.00
3,500	cu. yds.	3" - 0 Material in Base	2.35	8,225.00
3,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.55	8,925.00
170	M-gals.	Sprinkling	2.00	340.00
8,300	tons	Class "B" Asphaltic Concrete	6.30	52,290.00
34	tons	RC-1 Emulsified Asphalt in Seal Coat	50.00	1,700.00
210	cu. yds.	Aggregate in Seal Coat	5.00	1,050.00
			Subtotal	883,765.00
			10% Engr. & Cont.	8,376.50
			Total	892,141.50
		Length	2.933 miles	
		Cost per mile	$31,415.44	

Type Code 6201
Roadway (Sta. 164+90.76 to 180+89.42 = 183+02.74)

400	cu. yds.	Structural Excavation, Unclassified	$ 2.50	$ 1,000.00
1,000	cu. yds.	General Excavation, Unclassified	0.62	620.00
200	yd. mi.	Truck Haul	0.01	2.00
0.30	mile	Finishing Roadbed and Slopes	500.00	150.00
60	lin. ft.	12-inch Concrete Pipe	2.50	150.00
110	lin. ft.	18-inch Concrete Pipe	4.30	473.00

50	lin. ft.	Salvaging Culvert Pipe	$ 2.00	$ 100.00
2,200	cu. yds.	3" - 0 Material in Base	2.35	5,170.00
500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.55	1,275.00
70	M-gals.	Sprinkling	2.00	140.00
40	cu. yds.	3/4" - 0 Material in Binder Course	4.00	160.00
8	tons	Furnishing and Placing RS-Emulsified Asphalt in Binder Course	50.00	400.00
800	tons	Class "B" Asphaltic Concrete	6.30	5,040.00
4	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	200.00
20	cu. yds.	Aggregate in Seal Coat	5.00	100.00
			Subtotal	$14,980.00
			10% Engr. & Cont.	1,498.00
			Total	$16,478.00

Length 0.303 mile
Cost per mile $54,382.83

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Rigid Base	$ 92,141.50	$55,988.00	$36,153.50
Non-Rigid Base	16,478.00	10,012.00	6,466.00
	$108,619.50	$66,000.00	$42,619.50

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint. Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-96 (2)

WEST UNIT, S. YAMHILL RIVER-DAYTON SECTION

OF THE THREE MILE LANE HIGHWAY IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1951

Type Code 6706
Roadway (Sta. 50+00 to 164+90.76)(Sta. 183+02.74 to 223+00)

80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 240.00
9,800	cu. yds.	General Excavation, Unclassified	0.35	3,430.00
8,400	yd. miles	Truck Haul	0.25	2,100.00
2.94	miles	Finishing Roadbed and Slopes	500.00	1,470.00
620	lin. ft.	12" Concrete Pipe	2.50	1,550.00
50	lin. ft.	15" Concrete Pipe	3.00	150.00
10	lin. ft.	24" Concrete Pipe	5.00	50.00
22	lin. ft.	30" Corr. Metal Pipe	7.00	154.00
14	lin. ft.	36" Corr. Metal Pipe	10.00	140.00
650	lin. ft.	Salvaging Culvert Pipe	2.00	1,300.00
3,500	cu. yds.	3" - 0 Material in Base	2.50	8,750.00
3,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	9,625.00
170	M-gal.	Sprinkling	2.50	425.00
8,300	tons	Class "B" Asphaltic Concrete	6.00	49,800.00
34	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,530.00
210	cu. yds.	Aggregate in Seal Coat	4.50	945.00
			Subtotal	$81,659.00
			10% Engr. & Cont.	8,165.90
			Total	$89,824.90
		Length	2.933 miles	
		Cost per mile	$30,625.60	

Type Code 6201
Roadway (Sta. 164+90.76 to 180+89.42 - 183+02.74)

400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 1,200.00
1,000	cu. yds.	General Excavation, Unclassified	0.35	350.00
200	yd. mi.	Truck Haul	0.25	50.00
0.30	mile	Finishing Roadbed and Slopes	500.00	150.00

60	lin. ft.	12" Concrete Pipe	$ 2.50	$ 150.00
110	lin. ft.	18" Concrete Pipe	3.50	385.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
2,200	cu. yds.	3" - 0 Material in Base	2.50	5,500.00
500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	1,375.00
70	M-gal.	Sprinkling	2.50	175.00
40	cu. yds.	3/4" - 0 Material in Binder Course	4.00	160.00
8	tons	Furnishing and Placing RS-1 Emulsified Asphalt in Binder Course	45.00	360.00
800	tons	Class "B" Asphaltic Concrete	6.00	4,800.00
4	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	180.00
20	cu. yds.	Aggregate in Seal Coat	4.50	90.00
			Subtotal	$15,025.00
			10% Engr. & Cont.	1,502.50
			Total	$16,527.50
		Length	0.303 mile	
		Cost per mile	$54,546.20	

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Rigid Base	$ 89,824.90	$50,676.00	$39,148.90
Non-Rigid Base	16,527.50	9,324.00	7,203.50
	$106,352.40	$60,000.00	$46,352.40

February 9, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six copies of estimate and four copies of right of way statement for the West Unit, South Yamhill River-Dayton Section, Project No. S-96 (2).

Likewise, we are sending six bid proposals and one set of full scale plans.

Very truly yo rs,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JW:gs

WEST UNIT, S. YAMHILL RIVER-DAYTON SECTION

PROJECT NO. S-96 (2)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed all necessary rights of way or rights of entry can be made fully available within fifteen days.

S. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 9, 1951

February 9, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

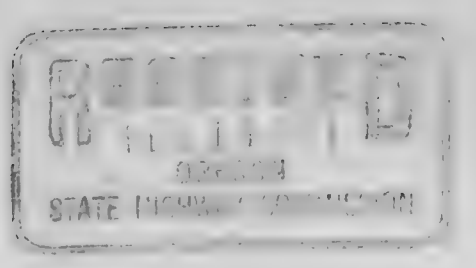
P.S. and E. documents for Oregon Project No. S-96(2), West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Approval for advertising is not to be construed as assurance that required steel products involved can be secured either with or without priority.

Very truly yours,

T. M. DAVIS
District Engineer



MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. H. Davis (District Engineer) — February 8, 1951 (Date)

FROM: H. H. Baldock (State Highway Engineer)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Secondary Highway Program (Previous program) — (Date of approval)

COUNTY Yamhill — Route No. FAS 130

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	128	S-96 (2)	Yamhill River to Dayton	Survey-Plans					Gr., Br., 2-lane high-type pvement
				Right-of-Way					
				Construction	100,000	60,000	40,000		
				Total	100,000	60,000	40,000	5.25	
Requested Revision	128	S-96 (2)	Yamhill River to approx. 2 mi. east of Dayton	Survey-Plans					Same
				Right-of-Way					
				Construction	107,000	60,000	47,000		
				Total	107,000	60,000	47,000	3.24	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Overrun in cost of project requires reduction in length to stay within approximate programed cost.

Date February 8, 1951

By _____ (State Highway Engineer)

Recommended: _____ (Division Engineer) (Date)

Recommended for Approval: _____ (District Engineer) (Date)

Approved: _____ (Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

Oregon State Highway Department

Federal Aid Secondary
Project No. S-96 (2)

WEST UNIT, S. YAMHILL RIVER-DAYTON SECTION

OF THE THREE MILE LANE HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1951

Type Code 6706
Roadway (Sta. 50+00 to 164+90.76) (Sta. 183+02.74 to 223+00)

80	cu. yds.	Structural Excavation, Unclassified	$ 2.50	$ 200.00
9,800	cu. yds.	General Excavation, Unclassified	0.62	6,076.00
8,400	yd. miles	Truck Haul	0.01	84.00
2.94	miles	Finishing Roadbed and Slopes	500.00	1,470.00
620	lin. ft.	12-inch Concrete Pipe	2.50	1,550.00
50	lin. ft.	15-inch Concrete Pipe	3.50	175.00
10	lin. ft.	24-inch Concrete Pipe	5.00	50.00
22	lin. ft.	30-inch Corrugated Metal Pipe	8.00	176.00
14	lin. ft.	36-inch Corrugated Metal Pipe	11.00	154.00
650	lin. ft.	Salvaging Culvert Pipe	2.00	1,300.00
3,500	cu. yds.	3" - 0 Material in Base	2.35	8,225.00
3,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.55	8,925.00
170	M-gals.	Sprinkling	2.00	340.00
8,300	tons	Class "B" Asphaltic Concrete	6.30	52,290.00
34	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	1,700.00
210	cu. yds.	Aggregate in Seal Coat	5.00	1,050.00
			Subtotal	$83,765.00
			10% Engr. & Cont.	8,376.50
			Total	$92,141.50
		Length	2.933 miles	
		Cost per mile	$31,415.44	

Type Code 6201
Roadway (Sta. 164+90.76 to 180+89.42 = 183+02.74)

400	cu. yds.	Structural Excavation, Unclassified	$ 2.50	$ 1,000.00
1,000	cu. yds.	General Excavation, Unclassified	0.62	620.00
200	yd. mi.	Truck Haul	0.01	2.00
0.30	mile	Finishing Roadbed and Slopes	500.00	150.00
60	lin. ft.	12-inch Concrete Pipe	2.50	150.00
110	lin. ft.	18-inch Concrete Pipe	4.30	473.00

50	lin. ft.	Salvaging Culvert Pipe	$ 2.00	$ 100.00
2,200	cu. yds.	3" - 0 Material in Base	2.35	5,170.00
500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.55	1,275.00
70	M-gals.	Sprinkling	2.00	140.00
40	cu. yds.	3/4" - 0 Material in Binder Course	4.00	160.00
8	tons	Furnishing and Placing RS-Emulsified Asphalt in Binder Course	50.00	400.00
800	tons	Class "B" Asphaltic Concrete	6.30	5,040.00
4	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	200.00
20	cu. yds.	Aggregate in Seal Coat	5.00	100.00
			Subtotal	$14,980.00
			10% Engr. & Cont.	1,498.00
			Total	$16,478.00

Length 0.303 mile
Cost per mile $54,382.83

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Rigid Base	$ 92,141.50	$55,988.00	$36,153.50
Non-Rigid Base	16,478.00	10,012.00	6,466.00
	$108,619.50	$66,000.00	$42,619.50

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939

RECOMMENDED FOR APPROVAL
C. G. Polk, Acting District Engineer
By R.E.L. Date APR 30 1951
APPROVED:
W. H. Lynch, Division Engineer
By ____ Date MAY 1 1951

RECEIVED
MAY 51
FOR FILING

S-2...1
3470

May 4, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 2, 1951 on Contract No. 3470, West Unit, South Yamhill River-Dayton Section, in connection with Federal Aid Project No. S-96 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DMP:cw

RECEIVED
MAR 29 1951
FOR FILING

196 (2)

3470

March 28, 1951

O. C. Yocom Co. and
J. C. Compton Co.
Box 566, Pacific Highway North
McMinnville, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3470 which was awarded to you on February 27, 1951 by the State Highway Commission, for grading and paving on the West Unit, S. Yamhill River-Dayton Section of the Three Mile Lane Secondary Highway in Yamhill County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 1
FOR FILING

1-26(1)
3470

March 19, 1951

REGISTERED MAIL
O. C. Yocom Company and
J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contract No. 3470 for grading and paving on the West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Secondary Highway in Yamhill County has been received in this office fully executed.

We are, therefore, returning your certified check No. 5965 drawn on The First National Bank of McMinnville, Oregon, in the amount of $6,000.00 which you submitted with your proposal on February 27, 1951.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED
FEB 28 1951
FOR FILING

February 28, 1951

J. C. Compton Co. and
O. C. Yocum Co.
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 27, 1951, awarded you Contract No. 3470 for 3.24 miles grading and paving on the W. Unit, S. Yamhill River-Dayton Section of the Three Mile Lane Secondary Highway about 0.8 mile east of McMinnville in Yamhill County. This award was based on your low bid of $98,745 submitted on that date.

Contract forms will be sent to you for execution within a few days

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

ds
cc: S. H. Probert

RECEIVED
FEB 2 - 1951
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S 96(2)

February 27, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-96(2), West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Highway, to O.C. Yocom Co. and J.C. Compton Co. of McMinnville, who submitted the low bid.

Our concurrence in award is given with the understanding that while we will give any possible assistance, no assurance can be given that the required materials can be obtained.

Very truly yours,

T. M. Davis
District Engineer

TMD:re

RECEIVED
1951
FOR FILING
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 9, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. and E. documents for Oregon Project No. S-96(2), West Unit, South Yamhill River-Dayton Section of the Three Mile Lane Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Approval for advertising is not to be construed as assurance that required steel products involved can be secured either with or without priority.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
1950
FOR FILING

December 27, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

With reference to alignment at the east end of the McMinnville Airport on Oregon Project S-96 (2), Yamhill River-Layton Section, you are advised that Mr. Williams and I made a further inspection of this matter last week. The curves are somewhat sharper than I had remembered them and, therefore, I concur in your request that the alignment at these two right-angle turns be improved.

The locating party is now making a survey, and we will hope to have the project ready for advertising in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:ma hi
cc Mr. W. C. Williams
Mr. H. G. Smith

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

MONTANA
OREGON
IDAHO

P. O. BOX 3900
PORTLAND 8, OREGON

December 8, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of December 6th advising of program approval of Oregon Project S-96(2), Yamhill River-Dayton Section and to previous correspondence relative to the design of the pavement.

A recent field trip over the section proposed for improvement indicates that a small improvement of the alignment at the east end of the McMinnville Airport is very desirable since we note there are two sharp right angle turns with about 100 ft. tangent distance between.

Before design of this project is undertaken we would like to discuss this feature with you.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

NOTED
W. C. WILLIAMS

cc H.G. Smith

FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 6, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The programming of Item 128, Project S-96(2), as described in the sixth supplemental Postwar Federal Aid Secondary Highway Program dated September 1, 1950, is approved effective December 1, 1950.

This project was transferred from category (b) to category (a) on October 24, 1950.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FOR FILING

November 3, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 30 suggesting that the width of pavement on Oregon S-96 (2), Yamhill River-Dayton Project, be increased from 20 feet to 22 feet.

Owing to the amount of traffic on this highway, we are agreeable to placement of a 22-foot width of asphaltic concrete pavement with four-foot shoulders. May we now ask that you transfer this project from category (b) to (a).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mc

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 30, 1950

NOTED
W. C. WILLIAMS

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your request for the transferring of Oregon S-96(2), Yamhill River-Dayton from category (b) to (a).

At the time of the submission of the program covering this item it was deferred pending further study of the pavement width of 20 feet as proposed.

This project has a current ADT of 1600 with a 2350 estimate for 1965 which indicates a 22 or 24 ft. pavement width with ample shoulder widths as covered by the A.A.S.H.O. design standards.

In a recent conversation with Mr. Williams, it was pointed out that the adjacent section, now under contract, provides for a 22 ft. width pavement and we suggest this project be also designed for at least the 22 ft. width. Mr. Williams agreed to give this future study inasmuch as grade widening would be required in any event.

Further action toward adding this project to the program is being withheld pending your advice as to using the 22 ft. pavement width and would appreciate your early reply.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OCT 19 1950
FOR FILING

October 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland, Oregon

Dear Sir:

Reference is made to federal-aid secondary project No. S-96 (2), involving the grading, draining and construction of 2-lane high-type pavement on Highway 78A-100 (Yamhill River to Carlton), which project is Item 13 of Oregon's Federal-aid Secondary Program.

In the listing of federal-aid projects remaining to be constructed which was submitted to you on August 4, 1950, this project was included in category (b) as a project which we then thought might not "contribute directly to defense or to civilian requirements essential in the changed international situation."

On further consideration of the conditions involved, we find the need for this project to be sufficiently urgent to warrant its transfer to category (a). We therefore now request such transfer.

The surfacing on the road is a 16-foot concrete pavement constructed by the county many years ago. In addition to being of inadequate width, the pavement is badly cracked and rough. The road serves a rich agricultural area and presently carries a traffic of 1,600 ADT.

The improvement contemplated will eliminate the present hazardous condition by providing a 20-foot travel way with smooth surface.

Pertinent information relating to the project is as follows:

Length- - - - - - - - - - - - - - 5.25 miles
Cost- - - - - - - - - - - - - - - $100,000
Number of working days- - - - 90
Traffic, 1949 - - - - - - - - - 1,400 ADT (17.5% commercial)
Traffic, estimated for 1965 - 2,350 ADT
Materials - Asphalt and a small quantity of culvert pipe.
(All readily available)
Labor- - - - Equipment operators and unskilled labor.
(All readily available)

Plans for the project are being prepared and we desire to receive bids on or about December 21.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

SHP:gs

F-133(13) Big Cr. (Agate Beach-Newport)1951
Sec., Oregon Coast Hwy.

#3471

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 13, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3471	4-final	Durbin Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4212	R-62098	$ 7,389.07	3/13/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1952

Time Extensions: Extended to Aug. 1, 1952 without penalty

Completion Date: Aug. 1, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-17-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FEB 3
FOR FILING

3471

February 27, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3471 for work performed on the Big Creek (Agate Beach-Newport) Section of the Oregon Coast Highway in Lincoln County was completed by the contractor, Durbin Bros., on August 1, 1952 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $7,389.07 will be released to the contractor on or after March 9, 1953. The total contract amount is $248,095.22, of which amount $455.25 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

F-132(12)

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 9, 19 52

Section Big Creek (Agate Beach - Newport) Kind of work Grading & Bit. Mac. Surfacing

Highway Oregon Coast Section prefix 21-1029

Contractor Durbin Brothers Contract number 3471

Date of contract March 2, 1951, 19 Date of completion August 1, 1952, 19

Date work started March 9, 1951, 19 Estimated date of completion , 19

Amount of contract . . . . . $ 240,932.50 Per cent of time elapsed 107 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 276,057.91

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 22,771.41, 113 % Date project was completed August 1, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished semi-final estimate today and am sending it to Salem tomorrow.

We have the 100' = 1" detail map completed, but are holding it in this office until we finish referencing the centerline.

NOTED
H. G. SMITH

RECEIVED
DEC 11 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed B P Huntley

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
OCT 9 - 1952
FOR FILING

October 7, 1952

Durbin Bros.
597 High St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 32 days, from June 30 to August 1, 1952, within which to complete your contract No. 3471 for grading and surfacing on the Big Creek (Agate Beach-Newport) Section of the Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

B. P. Huntley,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
SEP 8 1952
FOR FILING

3411

September 3, 1952

Request for extension of time
No. 10
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Durbin Brothers Construction Company for an extension of time on Contract No. 3471, Big Creek Section of the Oregon Coast Highway, from June 30, 1952 to August 1, 1952.

Considerable wet weather in the spring delayed the contractor to a certain extent, and the addition of a box culvert, not called for in the plans, made it necessary for him to shut down one shift per day during the culvert construction. When the culvert was completed, the contractor was unable to secure operators to resume the second shift, and, as a result, was unable to complete on time.

There was no delay to the traveling public, nor were additional engineering costs incurred. I would recommend that the extension be granted without penalty, and Mr. C. O. Folk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

H. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
AUG 27 1952
FOR FILING

August 27, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Big Creek Section of the Oregon Coast Highway, Contract No. 3471, Ore. F-133 (13), from June 30th, 1952 to August 1st, 1952, to Durbin Brothers Construction Company, Contractors.

Considerable wet weather in the spring delayed the contractor to a certain extent, and the addition of a box culvert made it necessary for him to shut down one shift during the culvert construction. When the box was completed the contractor was unable to secure operators to resume the two shifts which he had previously been operating and, as a result, was unable to complete on time.

There was no delay to the traveling public, nor were additional engineering costs incurred. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
AUG 26 1952
FOR FILING

August 22, 1952

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Durbin Bros. a portion of the funds heretofore retained by the Commission on contract No. 3471, for grading and surfacing on the Big Creek (Agate Beach-Newport) Section of the Oregon Coast Highway in Lincoln County.

This payment, in the amount of $26,651.28, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,384.18. The present payment will be released on or after September 2, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
AUG 6 1952
FOR FILING

3471

August 4, 1952

Contract No. 3471
FAP-F-133 (13)

Mr. B. Phillip Huntley
Resident Highway Engineer
Box 37
Newport, Oregon

Dear Sir:

Herewith are two sheets of Form PR-47-A, Statement of Materials and Employment for report on the Big Creek-Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County.

Fill in the sections of this form which we have checked and return one copy to this office as soon as possible. The second copy may be retained for your files.

If any materials not listed on this form were used in construction, the cost should be included in "Total Cost of all Materials." Show quantities to the nearest whole number and costs to the nearest dollar. "Costs" are amounts paid by the contractor - not amounts paid to him by the Highway Commission. Show quantities of aggregates produced, but not the cost.

Your attention is called to the section "Record of Materials and Supplies," pages 3 and 4, of the "ADDITIONAL CONTRACT PROVISIONS Applicable to Projects Financed **** With Regular Federal **** Funds" (the colored sheets), which is a part of this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

MCW:mlr

Encl.

RECEIVED
AUG 6 1952
FOR FILING

August 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 1, 1952, on Contract No. 3471, Big Creek (Agate Beach-Newport) Section, in connection with Federal Aid Project No. F-133-13.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]

cc: John Cattrall

RECEIVED
FOR FILING

F-133 (13)

3471

June 19, 1951

Mr. C. S. Polk
Acting District Engineer
Bureau of Public Roads
408 Highway Office Building
Salem, Oregon

Dear Sir:

Re: Big Creek Section
P.A.P. Oregon F-133(13)

Attached please find data to support request for priority assistance for contractor's use in obtaining reinforcing steel for this project. This project is our preference No. 12 for delivery of materials during the third quarter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. H. Stiffler
Assistant State Highway Engineer

Attached

CACgn
cc C. S. Paxson
C. A. Gardner

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

4
3471

June 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-133(13)
Big Creek(Agate Beach-Newport)

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jun

(Revised 1946)

293

State Oregon

Federal Aid

Project No. F-133(13)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of June, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 19 50, a program, which was approved on the 17th day of January, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of February, 19 51; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty and 00/100

dollars ($ 130,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 955+17.22 in the NE 1/4, Section 32, T-10-S, R-11-W, W.M., and survey station 1013+50 in the north half of Section 5, T-11-S, R-11-W, W.M., without exception, length 1.105 miles, in Lincoln County, being Oregon Federal Aid project No. F-133(13), consisting of 1.105 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof ~~the~~ terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

(Include date and citation of ... Chapter 529 ... project have been made available ... DEPARTMENT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty-thousand and 00/100 dollars ($ 130,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty-five thousand twenty-five and 42/100 dollars ($ 265,025.42), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

APPROVED:

DIVISION ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
JUN 5 - 1951
DIVISION 5

day and year first ... ill be found in the agree...

May 23, 1951

Mr. C. O. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of project agreement signed by the Highway Commission for the Big Creek (Agate Beach-Newport) Section, Project Number F-133 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

S. H. Probert
Office Engineer

JWN:plc

encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 2, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-133(13)
Big Creek (Agate Beach-Newport) Section

Dear Sir:

We are forwarding herewith two copies of proposed project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

April 24, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Big Creek (Agate Beach-Newport) Section, Project No. F-133 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-133 (13)

BIG CREEK (AGATE BEACH–NEWPORT) SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1951

Type Code 5251
Roadway (Sta. 955+17.22 to 1013+50.0)

All Required	Clearing and Grubbing			$ 8,750.00
3,800 cu. yds.	Structural Excavation, Unclassified	$	3.75	14,250.00
160 cu. yds.	Trench Excavation, Unclassified		3.75	600.00
277,000 cu. yds.	General Excavation, Unclassified		.28	77,560.00
396,000 yd. stas.	Short Overhaul		.015	5,940.00
1,100 C-yd. stas.	Long Overhaul		.50	550.00
4,800 cu. yds.	Excavating and Placing Topsoil		1.25	6,000.00
3,600 yd. mi.	Truck Haul on Topsoil		.30	1,080.00
1.10 miles	Finishing Roadbed and Slopes	1,000.00		1,100.00
4,900 lin. ft.	Rounding Cutbanks		.15	735.00
2,500 lin. ft.	6" Perforated Metal Drain Pipe Coated		1.70	4,250.00
3,200 lin. ft.	8" Perforated Metal Drain Pipe Coated		2.05	6,560.00
180 lin. ft.	12" Concrete Pipe		2.00	360.00
170 lin. ft.	15" Concrete Pipe		4.00	680.00
170 lin. ft.	18" Extra Strength Concrete Pipe		5.00	850.00
2,400 cu. yds.	3/8" – 0 Backfill in Drains		4.50	10,800.00
790 cu. yds.	Class "A" Concrete		48.00	37,920.00
113,000 lbs.	Metal Reinforcement		.11	12,430.00
12,000 cu. yds.	Crusher Run Rock in Subbase		2.25	27,000.00
1,900 cu. yds.	2" – 0 Rock in Base		2.75	5,225.00
2,300 cu. yds.	3/4" – 0 Rock in Base and Shoulders		3.00	6,900.00
350 M-gal.	Sprinkling		3.00	1,050.00
1.10 miles	Preparation of Base		500.00	550.00
1,140 cu. yds.	Furnishing and Placing Aggregates		4.50	5,130.00
22 tons	Furnishing and Placing MC-3 Asphalt		44.50	979.00
80 tons	Furnishing and Placing 120-150 Asphalt		37.00	2,960.00
16 tons	Furnishing and Placing MS-1 Emulsified Asphalt		45.20	723.20
	Subtotal			$240,932.20
	10% Engr. & Cont.			24,093.22
	Total			$265,025.42

Length	1.105 miles
Cost per mile	$239,842.00

Federal Aid Funds	$130,000.00
State Funds	135,025.42
	$265,025.42

State Funds for Constr.: Chap 175, laws 1917; Chap. 31, laws 1920; Chap 529, laws 1939
State Funds for Maint.: Chap 529, laws 1939

February 8, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending by messenger six copies of estimate, five copies of right of way statement and one copy of program change form to accompany plans and specifications for the Big Creek (Agate Beach-Newport) Section, Project No. F-133 (13).

Likewise are being sent six bid proposals and one set of full scale plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

J:N:nd

Oregon State Highway Department — Federal Aid Project No. F-133 (13)

BIG CREEK (AGATE BEACH-NEWPORT) SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1951

Type Code 5251
Roadway (Sta. 955+17.22 to 1013+5[illegible].0)

All Required				
		Clearing and Grubbing		$ 5,000.00
3,800	cu. yds.	Structural Excavation, Unclassified	$ 3.50	13,300.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
277,000	cu. yds.	General Excavation, Unclassified	0.30	83,100.00
396,000	yd. stas.	Short Overhaul	0. 15	5,940.00
1,100	C-yd. stas.	Long Overhaul	0.50	550.00
4,800	cu. yds.	Excavating and Placing Topsoil	1.00	4,800.00
3,600	yd. mi.	Truck Haul on Topsoil	0.20	720.00
1.10	miles	Finishing Roadbed and Slopes	500.00	550.00
4,900	lin. ft.	Rounding Cutbanks	0.20	980.00
2,500	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	5,000.00
3,200	lin. ft.	9" Perforated Metal Drain Pipe, Coated	2.25	7,200.00
180	lin. ft.	12" Concrete Pipe	2.50	450.00
170	lin. ft.	18" Concrete Pipe	3.50	595.00
170	lin. ft.	18" Extra Strength Concrete Pipe	4.00	680.00
2,400	cu. yds.	3/8" - 0 Backfill in Drains	4.00	9,600.00
790	cu. yds.	Class "A" Concrete	55.00	43,450.00
113,000	lbs.	Metal Reinforcement	0.12	13,560.00
12,000	cu. yds.	Crusher Run Rock in Subbase	1.50	18,000.00
1,900	cu. yds.	2" - 0 Rock in Base	2.50	4,750.00
2,300	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.50	5,750.00
350	M-gal.	Sprinkling	2.50	875.00
1.10	miles	Preparation of Base	[illegible].00	220.00
1,140	cu. yds.	Furnishing and Placing Aggregates	4.[illegible]0	4,560.00
22	tons	Furnishing and Placing MC-3 Asphalt	42.00	924.00
80	tons	Furnishing and Placing 120-150 Asphalt	40.00	3,200.00
16	tons	Furnishing and Placing RC-1 Emulsified Asphalt	44.00	704.00
		Subtotal		$234,938.00
		10% Engr. & Cont.		23,493.80
		Total		$258,431.80

Length	1.105 miles
Cost per mile	$233,874.93

Federal Aid Funds	$130,000.00
State Funds	120,431.80
	$250,431.80

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

February 8, 1951
(Date)

FROM: R. H. Baldock
(State Highway Engineer)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Primary Highway Program (Previous program) — (Date of approval)

COUNTY ____ — Sixth Supplemental — Route No. FA-2

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	110	F-133 (13)	0.6 mi. South Agate Beach to 1.0 mile N. Jc. US 20 (Newport)	Survey-Plans					Gr., Dr., Br. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	215,000	130,000	85,000		
				Total	215,000	130,000	85,000	1.10	
Requested Revision	110	F-133 (13)	Same	Survey-Plans					Gr., Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	258,432	130,000	128,432		
				Total	258,432	130,000	128,432	1.10	

Program Balance of ____ funds subsequent to approval of this and previously recommended changes is $____

Program Revision Request

Reason for change: Completion of survey data developed cost of project greater than originally estimated. Also, Big Creek Culvert is less than 20 ft. span

Date February 8, 1951

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: ____ (District Engineer) ____ (Date)

Recommended: ____ (Division Engineer) ____ (Date)

Approved: ____ (Acting Commissioner) ____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

(2)

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T M Davis
(District Engineer)

Feb 1951
(Date)

FROM: R H Baldock
(State Highway Engineer)

The following major program change of the individual project is requested:

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

Oregon
(State)

Sixth Supplemental

Route No. FA 2

COUNTY Lincoln

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
	110	F-133(13)	0.6 mi S. Agate Beach to 1.0 mi N. jc. US 20 (Newport)	Survey-Plans					Gr. Dr. & Br. 2-lane intermediate Type Surfacing
				Right-of-Way					
				Construction	215000	130000	85000		
AS NOW PROGRAMED				TOTAL	215000	130000	85000	1.10	
	110	F-133(13)	Same	Survey-Plans					Gr. Dr. 2-lane intermediate type Surfacing
				Right-of-Way					
				Construction	258437	130000	128437		
REQUESTED REVISION				TOTAL	258437	130000	128437	1.10	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Date Feb, 1951

By R H Baldock
(State Highway Engineer)

Reason for change: Completion of survey data developed cost of project greater than originally estimated. Also big creek culvert is less than 20 ft. span.

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—81038-1

BIG CREEK SECTION

PROJECT NO. F-133 (13)

While negotiations for rights of way are in progress one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary rights of way or rights of entry can be more fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 8, 1951

Oregon State Highway Department — Federal Aid Project No. F-133 (13)

BIG CREEK (AGATE BEACH-NEWPORT) SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1951

Type Code 5251
Roadway (Sta. 955+17.22 to 1013+50.0)

All Required	Clearing and Grubbing		$ 8,750.00
3,800 cu. yds.	Structural Excavation, Unclassified	$ 3.75	14,250.00
160 cu. yds.	Trench Excavation, Unclassified	3.75	600.00
277,000 cu. yds.	General Excavation, Unclassified	.28	77,560.00
396,000 yd. stas.	Short Overhaul	.015	5,940.00
1,100 C-yd. stas.	Long Overhaul	.50	550.00
4,800 cu. yds.	Excavating and Placing Topsoil	1.25	6,000.00
3,600 yd. mi.	Truck Haul on Topsoil	.30	1,080.00
1.10 miles	Finishing Roadbed and Slopes	1,000.00	1,100.00
4,900 lin. ft.	Rounding Cutbanks	.15	735.00
2,500 lin. ft.	6" Perforated Metal Drain Pipe Coated	1.70	4,250.00
3,200 lin. ft.	8" Perforated Metal Drain Pipe Coated	2.05	6,560.00
180 lin. ft.	12" Concrete Pipe	2.00	360.00
170 lin. ft.	18" Concrete Pipe	4.00	680.00
170 lin. ft.	18" Extra Strength Concrete Pipe	5.00	850.00
2,400 cu. yds.	3/8" - 0 Backfill in Drains	4.50	10,800.00
790 cu. yds.	Class "A" Concrete	48.00	37,920.00
113,000 lbs.	Metal Reinforcement	.11	12,430.00
12,000 cu. yds.	Crusher Run Rock in Subbase	2.25	27,000.00
1,900 cu. yds.	2" - 0 Rock in Base	2.75	5,225.00
2,300 cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.00	6,900.00
350 M-gal.	Sprinkling	3.00	1,050.00
1.10 miles	Preparation of Base	500.00	550.00
1,140 cu. yds.	Furnishing and Placing Aggregates	4.50	5,130.00
22 tons	Furnishing and Placing MC-3 Asphalt	44.50	979.00
80 tons	Furnishing and Placing 120-150 Asphalt	37.00	2,960.00
16 tons	Furnishing and Placing MS-1 Emulsified Asphalt	45.20	723.20
	Subtotal		$240,932.20
	10% Engr. & Cont.		24,093.22
	Total		$265,025.42

Length	1.105 miles
Cost per mile	$239,842.00

Federal Aid Funds	$130,000.00
State Funds	135,025.42
	$265,025.42

State Funds for Constr.: Chap 175, laws 1917; Chap. 31, laws 1920; Chap 529, laws 1939
State Funds for Maint.: Chap 529, laws 1939

RECOMMENDED FOR APPROVAL
C. G. Polk, Acting District Engineer
By REP Date APR 30 1951
APPROVED:
W. H. Lynch, Division Engineer
By _____ Date _____ 1951

FILING

E-133 (13)
3471

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1951

SUBJECT:

To: Mr. F. D. Mason
Division Engineer
State Highway Department
L A B

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to my letter of April 12th, returning copies of a subcontract between Durbin Bros. and Birkemeier & Saremal, on Contract No. 3471, Big Creek Section of the Oregon Coast Highway, Ore. F-133 (13).

My letter referred to this section as being on the Columbia River Highway, instead of the Oregon Coast Highway. Will you please correct your copy accordingly.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

OR FILING

FORM F 20X 25M 8-50 42289

F-133(13)

3471

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1951

SUBJECT:

To: Mr. F. D. Eason
Division Engineer
State Highway Department
L A B

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning herewith, three copies of a subcontract between Durbin Bros. and Birkemeier & Saremal, covering items 17 and 18 of Contract No. 3471, Big Creek Section of the Columbia River Highway, Ore. F-133 (13).

This contract is approved by this office, and you may so advise the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED
APR 9 - 1951
FOR FILING...

F-133(13)

F-471

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

[illegible] Oregon
April 5, 1951

SUBJECT:

To: [illegible]
[illegible]
[illegible] Department
Lab
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

A subcontr[illegible] Paving Co., for Import Construction [illegible] Item 16, [illegible] 17 inclusive, on Contract No. [illegible] of the Oregon Coast Highway, Oregon F-133 (13), is approved, and you may so inform the interested [illegible].

Four co[illegible] of the agreement are returned herewith, for distribution.

Very truly yours,

[illegible]. Smith.
Construction Engineer

By:

[illegible] A. [illegible]
Construction Office Engineer

EAP:nh

Encls.

cc W. C. Williams
C. G. Polk

RECEIVED
MAR 29 1951
FOR FILING

4-12-3 (13)
3471

March 28, 1951

Durbin Bros.
597 High Street
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3471, which was awarded to you on March 2, 1951 by the State Highway Commission, for grading and surfacing on the Big Creek (Agate Beach-Newport) Section of the Oregon Coast Highway in Lincoln County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED

March 12, 1951

Mr. C. S. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 390
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 8, 1951 on Contract No. 1471, Big Creek (Agate Beach-Newport) Section, in connection with Federal Aid Project No. F-153 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DeP:ew

RECEIVED
FOR FILING
7-22(19)
By

AGENDA
APR 1 ? 1951

March 2, 1951

Durbin Brothers, Contractors
597 High Street
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3471 for Big Creek Section of the Oregon Coast Highway in Lincoln County. This award was based on your low bid of $240,932.20 submitted on February 27, 1951.

Contract forms willbe sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

S+C

...TIC SERVICE
...e class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL.. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 2, 1951
2:45 p.m.

Durbin Brothers, Contractors
597 High Street
Eugene, Oregon

State Highway Commission awarded y u today contract for Big Creek Section on Oregon Coast Highway, Lincoln County, based on your low bid submitted February 27, 1951. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON
7-13:(13)
3(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 2, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of yesterday advising all rights of entry are acquired on Oregon Project F-133(13) Big Creek Section of the Oregon Coast Highway, we hereby concur in the award of contract as of this date to Durbin Bros., Eugene, who submitted the low bid at the opening held on February 27, 1951.

Concurrence is not to be construed as assurance that required materials, equipment and parts can be secured.

Very truly yours,

C. G. POLK
Acting District Engineer

CGP:re

RECEIVED
MAR 5 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR - 1951
FOR FILING

F-133 (13)
3971

March 1, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

It is our desire to award tomorrow the contract for grading, surfacing and structures on the Big Creek Section of the Oregon Coast Highway in Lincoln County, Project F-133 (13), this award to be made to Durbin Brothers, Eugene, on the basis of the bid submitted by them on February 27.

All required rights of access have been acquired.

May we have your concurrence in this award.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

February 12, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

F-133(13)
3411

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-133(13), Big Creek (Agate Beach-Newport) Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Approval for advertising is not to be construed as assurance that required steel products involved can be secured either with or without priority.

Concurrence in award will be withheld pending receipt of advice that all rights-of-way or rights-of-entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

F-133 (13)
3-4/71

February 6, 1951

Oregon State Highway Commission

Gentlemen:

Two of the projects being advertised for receiving of bids on February 26-27 will exceed the allotment by amounts in excess of 10%.

On the Big Creek section of the Oregon Coast Highway between Agate Beach and Newport, the allotment is $214,000. The present estimate of cost is $264,000, which is an increase of 23%, caused principally by increase in prices.

On the Cascade Locks-Herman Road section, the allotment is $350,000, and our present estimate of cost is $537,000. This is a very material increase in cost, and the overrun is only partially the result of higher prices. The remainder represents an error in the computation of the estimate which was worked up last May.

FI-174(7)
#3477

I am bringing these matters to your attention at this time, with the recommendation that additional project authorization be approved if favorable bids are received at the next letting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me RHB:hi
cc Mr. W. C. Williams
Mr. S. H. Probert

RECEIVED
5 1951
FOR FILING

F-133(13)
3171

January 30, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to item number 110 in the sixth supplemental postwar Federal Aid Primary Highway Program.

This item was assigned Project No. F-98 (7) which is incorrect. Please correct it to read F-133 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

JWWand

FGI-161(17)	Goshen C'King, Pacific Hwy. over S.P. Co's.	1951
#3472	Siskiyou Line Tracks	

RECEIVED
OCT 28 1953
FOR FILING

[illegible]

2422

October 26, 1953

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. Geo. Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

Re: [illegible]-220-113
Goshen Overcrossing
Agreement Audit 87370

We have just received the audit report of the Bureau of Public Roads on the above job and are in position to release the retained percentages held on your bills. This will have our immediate attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

CAG/ds

cc G. S. Paxson
C. A. Gardner

Date: October 8, 1953 ASSIGNMENT No. 4568
By

Description: Letter of October 5 by the Southern Pacific Company regarding amount of $366.80 for cost of labor and material furnished for construction of overhead crossing, Goshen

Acknowledged by _____ Referred to ___Gardner_____

Investigate and report with recommendation
Investigation, such action as necessary, and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for __Mr. Stiffler's___ signature

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 10-27-53 Report received _____

Remarks: me

ajm-D

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

S-280

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB-220-113-State of
Oregon-Highway Department

State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

OCT 5 1953

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen:

Refers to your letter dated May 26, 1953 in connection with amount $366.80 representing 10% balance due on various bills collectible issued against you for cost of labor and material furnished for construction of overhead crossing, Goshen, Oregon, per document audit No. 87370, dated August 3, 1951.

In your letter you advised that payment was being withheld pending an audit of our charges by the Bureau of Public Roads. We would appreciate you advising at this time if such an audit has been made and, if so, when it is anticipated payment of these bills, amount $366.80, will be forwarded to Southern Pacific Company, c/o Treasury Department, 65 Market Street, San Francisco 5, California.

Your prompt attention and cooperation in this matter will be appreciated.

Yours truly,

GEO. NELSON

By DRL

RECEIVED
OCT 7 1953
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

May 26, 1953

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. George Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

Re: Goshen Overcrossing

This is in answer to your inquiry of May 15. Our final cost report and claim, which included a part of your work on the above job, went to the Bureau of Public Roads for audit on March 6, 1953. We have not as yet had a reply to this claim.

We will advise you as soon as we do receive a reply from the Bureau of Public Roads, which should be sometime within the next six months.

Very truly yours,

H. H. Baldock
State Highway Engineer

CAG:ss

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. C. A. Gardner

ASSIGNMENT

Date: May 23, 1953 No. 4[illegible]
By [illegible]

Description: Letter from Geo. Nelson, Southern Pacific Co., 65 Market St., San Francisco 5, Calif., 5-15-53, re remittance of balance due for construction of overhead crossing, Goshen, Ore., Audit No. 87370.

Acknowledged by _____ Referred to C. A. Gardner

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation PLEASE RETURN TO
XXXXX Return with rough draft of reply W. C. WILLIAMS
Please prepare for _____ signature

Assignment executed _____ Report received _____

Remarks:

S-280

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MacKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

REFERRED
TO Salem
FOR E. F. CHIDSEY

[illegible] 220-113-State of Oregon-
Highway Department

[illegible] 1953

State of Oregon
State Highway Commission
Salem, Oregon

MAY [illegible] 1953

Gentlemen:

Refers to your letter dated December 31, 1952 in connection with amount $366.80 representing 10% balance due on various bills collectible issued against you for cost of labor and material furnished for construction of overhead crossing, Goshen, Oregon, per document audit No. 87370, file with document No. 87369, dated August 3, 1951.

In your letter of December 31, 1952 you advised that payment was being withheld pending an audit of our charges by the Bureau of Public Roads. We would appreciate you advising at this time if such audit has been made and, if so, when we may anticipate receiving your remittance covering this account.

Yours truly,

GEO. NELSON

By DRL.

NOTED
I. L. DUCKETT

[illegible]

RECEIVED
MAY 18 1953
OREGON
STATE HIGHWAY COMMISSION

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
[illegible]
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
FOR FILING

3924

December 31, 1952

Southern Pacific Company
65 Market Street
San Francisco 5
California

Attention: Mr. Geo. Nelson

Gentlemen:

This is in answer to your inquiry of December 23 concerning your bill for work at the site of the Goshen Overcrossing. Your bills will be a part of our final statement of cost to the Bureau of Public Roads on this job. We have not as yet presented our final statement of cost on this job to the Bureau of Public Roads for audit, but expect to do so sometime within the next 60 days.

We will advise you as soon as we do receive the Bureau's final audit report on the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

CA:ma

cc W. C. Williams

C. A. Gardner

ASSIGNMENT

No. 3[illegible]6
By [illegible]

December 30, 1952

Description: **Letter of December 23 from George Nelson of the Southern Pacific Company re balance due on various bills for labor and material furnished for construction of Goshen overhead crossing**

Acknowledged by _____ Referred to ____Gardner ✓_____

Investigate and report with recommendation
Investigation, such action as necessary, and report
Comment or recommendation
Return with rough draft of reply
xxxx Please prepare for __Mr. Baldock's_____ signature
__with carbon copy for Mr. Williams_____
_____

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 12-31-52 Report received _____

Remarks:

dc

Southern Pacific Company

S-250

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

PLEASE RETURN TO
W. C. WILLIAMS

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
L. J. MASSON
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB 220-113-State
of Oregon-Highway
Department

State of Oregon
State Highway Commission
Salem, Oregon

Gentlemen:

DEC 2 3 1952

Refers to your letter dated October 15, 1952, in connection with amount of $366.80, representing 10% balance due on various bills collectible issued against you for cost of labor and material furnished for construction of overhead crossing, Goshen, Oregon, per document audit No. 87370, filed with 87369, dated August 3, 1951.

In your letter of October 15, 1952 you advised that payment was being withheld pending an audit of our charges by the Bureau of Public Roads. We would appreciate your advising at this time if such audit has been made and, if so, when we may anticipate receiving your remittance covering this account.

Yours truly,

GEO. NELSON

By

RECEIVED
DEC 3 0 1952
STATE HIGHWAY COMMISSION
ACCOUNTING DEPARTMENT

RECEIVED
DEC 1951
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Dec. 21, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
7-1-161(12)	6-final	Hamilton & Thomg

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22238	R-30155	$ 8,283.66	Dec. 20, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1951

Time Extensions: None

Completion Date: Nov. 5, 1951

Date Accepted: Nov. 8, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-24-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 27 1951

NOTED ON CARD
12-27-51

RECEIVED
DEC 3 1951
FOR FILING

December 3, 1951

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State highway contract No. 3472 covering the Goshen Overcrossing on the Pacific Highway in Lane County was completed by the contractor, Hamilton & Thoms, on November 5 and was formally accepted by the Highway Commission on November 8, 1951.

Final payment in the amount of $8,283.66 will be released to the contractor on or after December 13, 1951. The total contract amount is $130,954.16, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD

Form FR 1 (Revised 1946)

Federal Aid Railway-Highway

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CPR

State Oregon

Project No. FGL-161(17)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of November, 19 51,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 19 50, a program, which was approved on the 17th day of January, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of February, 19 51; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-one thousand and 00/100

dollars ($ 151,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 384+69.48 and survey station 387+60.48 all in the SE 1/4, Section 14, T-18-S, R-3-W, W.M., without exception

, length 0.055 miles, in Lane County, being Oregon Federal Aid / Railway-Highway project No. FDI-161(17), consisting of 0.000 miles of roadway and one bridges of more than 20 feet clear span, 0.055 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

U.S.—11370-2

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty-one thousand and 00/100 dollars ($151,000.00), which does not exceed the authorized Federal pro rata share of one hundred fifty-one thousand three hundred ninety-six and 61/100 dollars ($ 151,396.61), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws of 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

SECRETARY

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11379-2

RECEIVED
DEC 3 1951
FOR FILING

3472

4 J

November 19, 1951

Members of the State Highway Commission

Gentlemen:

You will recall that I reported to you orally at the last meeting on November 8, 1951 the completion of State Highway Contract No. 3472, Goshen Overcrossing project by Hamilton & Thomas. This particular project was not included in Mr. Baldock's letter to you listing complete jobs, but was reported orally in order to avoid extra premium expense on the contractor's insurance policies, which expire on November 30, 1951. Mr. Williams recommended acceptance of the job, and you adopted the recommendation.

I told you at the time that I would send you a memorandum to complete your file on the subject. Will you please accept this note as such memorandum. The job, incidentally, was completed on November 5, 1951.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: F. A. Query
G. S. Paxson

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1951

SUBJECT: Goshen Overcrossing
Contract No. 3472

To:

Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

This is to advise that the official completion date of all work on the above-named project is November 5, 1951. This project was accepted by the Highway Commission at the meeting on November 8.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

NOTE TO Comm
DATE 11-19

49

contract 3472

Boden Okla

Hominicy & Thomas

Rec complete 11/30/5-1
completion 10/27/5-1
11/5

Expense account

RECEIVED
OCT 1951
FOR FILING

October 17, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Goshen Overcrossing Structure, Project No. FGI-161 (17).

Three copies of agreement with the Southern Pacific Company covering construction of the overcrossing structure and encroachments on their right of way are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

J. C. Williams
Assistant State Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department

Federal Aid Highway-Railway
Project No. PGI-161 (17)

GOSHEN OVERCROSSING ON THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 8, 1951

Type Code X521
Structure (Sta. 384+69.48 to 387+60.48)

990	cu. yds.	Structural Excavation	$ 8.50	$ 8,415.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,520	cu. yds.	Class "A" Concrete	54.50	82,840.00
353,000	lbs.	Metal Reinforcement	.1075	37,947.50
600	lin. ft.	Metal Rail	12.00	7,200.00
				$136,502.50
			Lump Sum Reduction	869.21
				$135,633.29
All Required		Work performed by Southern Pacific Company's Forces		2,000.00
			Subtotal	$137,633.29
			10% Engr. & Cont.	13,763.32
			Total	$151,396.61

Length- - - - - - - - - - - - - 0.055 mile

Federal Aid Funds- -	$151,000.00
State Funds- -	396.61
	$151,396.61

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maintenance: Chap. 529, Laws 1939.

ESTIMATED COST OF WORK TO BE PERFORMED BY THE SOUTHERN PACIFIC COMPANY'S FORCES

Place Guard Rail		$ 330.00
Remove and Re-establish Signal Pole Line		800.00
Material Handling		25.00
Accounting		525.00
Vacation Allowance, Unemployment Compensation, R.R. Retirement and P. L. and P. D. Insurance (Estimated)		170.00
	Contingency Allowance	$1,850.00 150.00
	Total	$2,000.00

Oregon State Highway Department

Federal Aid Highway-Railway
Project No. FGI-161 (17)

CROSSING OVER-CROSSING ON THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1951

Type Code X521
Structure (Sta. 384+69.48 to 387+60.48)

990	cu. yds.	Structural Excavation	$10.00	$ 9,900.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,520	cu. yds.	Class "A" Concrete	65.00	98,800.00
353,000	lbs.	Metal Reinforcement	0.125	44,125.00
600	lin. ft.	Metal Rail	12.00	7,200.00
				$160,125.00
All Required		Work Performed by Southern Pacific Company's Forces		5,000.00
			Subtotal	$165,125.00
			10% Engr. & Cont.	16,512.50
			Total	$181,637.50

Length- - - - - - - - - - - - - .055 mile

Federal Aid Funds- -	$165,000.00
State Funds- -	16,637.50
	$181,637.50

GOSHEN OVERCROSSING

PROJECT NO. FGI-161 (17)

While negotiations are in progress, the agreement with the Southern Pacific Railway Company concerning construction of the overcrossing structure has not been completed, but it is now believed that the agreement can be fully executed or rights of entry obtained within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 8, 1951

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 9, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project FGI-161(17), Goshen Overcrossing Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending execution of an easement with the Southern Pacific Railroad Company covering encroachment upon their right-of-way.

Approval for advertising is not to be construed as assurance that required steel products involved can be secured either with or without priority.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
1 9 1951
FOR FILING

Salem, Oregon
August 7, 1951

Agenda Item 1-j

Mr. J. M. Devers
Chief Counsel
O f f i c e

Attention: Mr. J. W. DeSouza:

Attached hereto, for further handling by you, are three copies each of two agreements with the Southern Pacific Railroad Company covering the Goshen Overcrossing on the Pacific Highway at Goshen. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When these copies have been fully executed please return one fully executed copy of each agreement to this office for the Commission's files.

Secretary

rn
attach: 6

RECEIVED
OCT 23 1951
FOR FILING

FORM E-30 2SM 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1951

SUBJECT: PUX 23, R/W 17029
Goshen Overcrossing, Lane County
Agreement - Southern Pacific Co.

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
O F F I C E

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission:

1. Duplicate counterparts of proposed agreement with Southern Pacific Company, covering easement at the Goshen Overcrossing on the Pacific Highway.

2. Duplicate counterparts of construction agreement relating to construction and maintenance of the Goshen Overcrossing on Pacific Highway.

The instruments were sent direct to Mr. Paxson and were forwarded by him under date of July 20th, with his approval.

The forms of both agreements have been approved by Mr. Devers, but they have not yet been approved by either Mr. Baldock or Mr. Williams.

After execution by the Highway Commission, kindly return all copies to me for further handling.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 4

5 copies returned

Mr. Baldock
for approval

RE.

Glaingers

AGENDA

1-4

We find no specific authorization in the minutes for the Goshen Overcrossing with Southern Pacific R. R. Co. Contract let to Hamilton & Thoms March 8, 1951. Card No. 3472

rn

In many cases these have not been specifically approved by the Com.

R. E.

RECEIVED
JUL 21 1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1951

17029

SUBJECT:

To:

Mr. J. H. Devers
Chief Engineer
O f f i c e

Dear Sir:

Herewith original and two copies of two agreements submitted by the Southern Pacific Company in connection with the Goshen Overcrossing on the Pacific Highway south of Eugene. One of these agreements covers the easements across their right of way and the other the details of construction and reimbursement. I have examined these and they seem to be in order. If you approve of them, please send them on to Mr. Williams for presentation to the Highway Commission.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc W. C. Williams

IVED
1951
OR FILING

Salem, Oregon
July 9, 1951

Mr. K. D. Lytle

I thank you for the receipt of the plan of the proposed grade separation just east of Goshen.

R. H. Baldock

RHB:hi

FORM E-30 25M 1-50 27838

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
July 5, 1951

SUBJECT:

To:

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

Dear Mr. Baldock,

You will recall that I was instructed by you to forward the plan of the proposed grade separation just east of Goshen directly to you and while it was sent in this manner, it was not marked to your attention and I wondered if it reached you. If not, will you please have someone look around for it as it was sent in the 2nd of July.

Very truly yours,

K. D. Lytle

K. D. Lytle,
Division Engineer

KDL:vc

RECEIVED
FOR FILING
FORM E-30 25M 9-49 34692

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
July [illegible], 1951

SUBJECT: Pacific Highway-Willamette Highway Connection at Cochen.

To: Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Sir:

Mr. L. D. Lytle instructed me to [illegible] preliminary location for the connection of the Pacific Highway and Willamette Highway at Cochen, using a two degree curve for the south bound lane, and a three degree curve for the northbound lane of the Pacific Highway, according to your instruction to him.

At Mr. Lytle's request I am forwarding the design directly to your office.

My report for the original design is shown on the same plan without alignment. The other curves are shaded.

Yours very truly,

[signature]
L. L. Decker,
Asst. Engr.

cc: Mr. Hall
Mr. Lytle

RECEIVED
FOR FILING

F41-161(17)
3472

June 19, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
408 Highway Office Building
Salem, Oregon

Dear Sir:

Re: Goshen Overcrossing
F.A.P. Oregon F01-161(17)

Attached please find data to support request for priority assistance for contractor's use in obtaining reinforcing steel for this project. This project is our preference No. 9 for delivery of materials during the third quarter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. W. Stiffler
Assistant State Highway Engineer

Attached

CAOgn
cc G. S. Paxson
C. A. Gardner

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

FGT-111 (17)
247

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 13, 1951

Mr. C. P. Norton
The Western Union Telegraph Company
49 Geary Street, Room 435
San Francisco, California

Dear Sir:

In the absence of Mr. Baldock, your telegram of April 13 was referred to me, and I answered by telegraph as shown on the attached copy.

Apparently we have been confused as to the tie-up between the Western Union Telegraph Company and the railroad, as we assumed that the handling of the Western Union wires would be through the railroad company. A hearing before the Public Utilities Commissioner was held on February 2, and his order authorizing the crossing was dated February 9. Under this order the State expects to pay all costs of the wire rearrangements in accordance with the terms of the Public Roads Administration memorandum which has governed in previous jobs.

Our resident engineer has been in contact with your superintendent at Eugene with reference to the details of handling the wires during construction. I understand that the Pacific Telephone and Telegraph Company, who are on the same poles at this point, expect to carry its wires under the structure without going underground. To protect the wires our contractor was to drive a pile bent and lay the telephone cable on top of the cap of the bent, housing it in with timber to protect it from any damage. I do not yet know what scheme your superintendent thinks is advisable for the Western Union lines.

Our contractor wants to start work on the structure in the near future, and we would appreciate anything you can do to expedite the handling of your lines.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
GSP:gm
cc R. H. Baldock

W. W. MICHAEL, MEMBER
LA GRANDE
CHAS. H. REXFORD, SECRETARY
CODE BAR
BEN S. CHANDLER, CHAIRMAN
COMMISSIONERS

...IC SERVICE
...k the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 13, 1951

C. P. NORTON
WESTERN UNION TELEGRAPH COMPANY
SAN FRANCISCO, CALIFORNIA

WE ASSUMED WESTERN UNION WOULD BE HANDLED BY SOUTHERN PACIFIC AS ON PREVIOUS PROJECTS. DID NOT CONTACT TELEGRAPH COMPANY DIRECT. COST OF WIRE CHANGES WILL BE PAID BY STATE. HAVE BEEN WITH YOUR SUPERINTENDENT AT EUGENE RELATIVE TO RE-ARRANGEMENT NECESSARY. LETTER FOLLOWS.

G. S. PAXSON

OF SERVICE
is a full-rate ...am or Cable- ... unless its de-ferred character is in-dicated by a suitable symbol above or pre-ceding the address.

WESTERN UNION

1220

(06)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIM.. at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA112 OD036

O SFM037 LONG DH=SAN FRANCISCO CALIF 13= 1951 APR 13 AM 10 32

R H BALDOCK=

STATE HW ENGR SALEM ORG=

HAVE JUST BEEN NOTIFIED BY SP RR CONTRACT HAS BEEN LET BY STATE FOR NEW OVERPASS AT SP MP 641 NEAR GOSHEN ORE CONSTRUCTION OF WHICH WILL NECESSITATE REARRANGEMENT OF OUR FACILITIES. RR ALSO ADVISES CONTRACTOR WILL BE ON RIGHT OF WAY WITHIN WEEK OR TWO. WE HAVE NOT BEEN ABLE TO LOCATE ANY CORRESPONDENCE FROM YOU ADVISING US OF THIS PROJECT CONSEQUENTLY HAVE HAD NO INSPECTION MADE TO DETERMINE AMOUNT OF WORK AND ESTIMATED COST. PLS ADVISE BY WIRE IMMEDIATELY IF YOU HAVE TAKEN THIS UP WITH TELEGRAPH CO IF SO DATE OF YOUR LETTER AND TO WHOM ADDRESSED=

C P NORTON WESTERN UNION=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING

721-161 (11)

April 3, 1951

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on March 8, 1951 by the State Highway Commission, as follows:

Contract No. 3472, covering the Goshen Overcrossing on the Pacific Highway in Lane County.

Contract No. 3473, covering the Riverview Street Bridge on the Pacific Highway in Lane County.

We are also sending an executed copy of each of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
FOR FILING
FT-161(7)
347

March 23, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The relocation of Federal Aid Road No. 3 between Eugene and Goshen results in an increase of 0.66 mile in the rural mileage of that road.

The foregoing is supplied in response to your letter of March 20.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHW:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

REGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

March 20, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letters of January 29, 1951 and March 1, 1951 concerning the extension of Federal-aid Primary Road No. 5 in the vicinity of Springfield and the reduction in the length of Federal-aid Primary Road No. 3 which is to result from the Eugene-Goshen line change have been processed.

The 1.3 mile extension to FA 5 it develops should not be incorporated in the route length as it is within the Eugene approved urban area, and was excluded from mileage charge by the Acting Commissioner's May 2, 1950 letter to the State.

With respect to FA3, the revised route length should refect the rural mileage increase between the relocated section and the abandoned section.

Please furnish a revised mileage figure for Route 3 computed on this basis.

Action is being withheld pending receipt of the amended mileage.

Very truly yours,

C. G. POLK
Acting District Engineer

STATE

RECEIVED
FOR FILING

[illegible]
3472

AGENDA
APR 1 2 1951

March 9, 1951

2 contracts

Hamilton and Thomas
Post Office Box 726
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you two contracts in Lane County: Contract No. 3472 for construction of the Goshen Overcrossing on the Pacific Highway over Southern Pacific Company's Siskiyou Line tracks; and Contract No. 3473 for construction of the Riverview Street Viaduct on the Pacific Highway in Eugene.

These awards are based on your low bids of $136,502.50 for the Goshen Overcrossing, and $20,540.00 for the Riverview Street Viaduct. The $1,000 reduction you offered if make if awarded both of these jobs will be deducted from the Goshen Overcrossing amount, leaving $135,502.50.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

[illegible]

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - H. E. Smith
Goldie Lewis
E. H. Prichard
C. E. Pearson

L. R. White

...VICE
...s of service desired; ...rwise this message will be ...nt as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 9, 1951
9:30 a.m.

Hamilton & Thomas
Box 726
Eugene, Oregon

The State Highway Commission yesterday awarded you contracts for construction of Goshen Overcrossing Project and Riverview Street Viaduct Project for which you submitted low bids on February 26. The awards were based on the amounts of your proposals less $1,000 for being awarded both contracts. Contract forms follow shortly.

H. E. CLAUSEN, SECRETARY
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

FI-161(17)
247

March 8, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of March 6 advising that all rights of entry have been obtained for Oregon Project FGI-161(17), Goshen Overcrossing on the Pacific Highway, we hereby concur as of this date in award of contract to Hamilton and Thoms, Eugene, who submitted the low bid for this project in combination with Project FI-161(16), Riverview Street Viaduct at the bid opening of February 26, 1951.

Concurrence in award is given with the understanding that provisions of the railroad easement and construction agreement will be in accordance with the terms of P.U.C. Order No. 26,776 which covers this project.

Our concurrence is not to be construed as assurance that required materials, equipment and parts can be secured.

Very truly yours,

C. G. Polk

C. G. POLK
Acting District Engineer

RECEIVED
MAR 7 - 1951
FOR FILING

1 CT-1100
5472

March 5, 1951

2515

Mr. R. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Your File:
911271/323

Dear Sir:

I attach hereto a copy of a letter in which you authorize permit of entry on railroad property at Goshen in order that the State may award contract for construction of a highway overcrossing. The copy of the letter attached hereto has been executed by Mr. R. H. Baldock, State Highway Engineer of Oregon.

Very truly yours,

R. G. Williams
Assistant State Highway Engineer

WGW:me

Encl.

cc Mr. G. S. Paxson
Mr. Forrest Cooper

FOR FILING

March 5, 1951

Mr. E. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Reference is made to your letter of February 26 concerning the Goshen Overcrossing project in Lane County, Oregon. We will arrange with our contractor to provide 8'-6" horizontal clearance on each side of your main line track.

We have the permit of entry allowing us to proceed with the work on your right of way at the Goshen Overcrossing which you mailed to us a few days ago, and have awarded the contract for the project to Hamilton & Thomas of Eugene. We would appreciate receipt of the formal agreement at the earliest practicable time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. L. P. Hopkins

GSP:gm
cc G. S. Paxton

FORM E-20 25M 8-50 42266

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 5, 1951
Salem, Oregon

SUBJECT: Goshen Overcrossing

To:
Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Mr. Williams:

Mr. Mayo's telegram of March 2, 1951, addressed to Mr. Paxson granting the state permit of entry in advance of execution of the usual form of formal agreement, is approved by Mr. Devers. With this approval the contract may be awarded as far as the Right of Way Department is concerned.

Very truly yours,

By R. L. Porter

RLP:mmh

cc: Forrest Cooper

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO
CHIEF ENGINEER
C. J. ASTRUE
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. L. MORRISON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

March 2, 1951

911271/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Commission
Office of G. S. Paxson, Bridge Engr.
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Please refer to your letters of February 7 and February 27 concerning the proposed Goshen overcrossing project in Lane County and your request the Highway Department be granted right of entry in order that the construction contract may be awarded in advance of execution of the formal easement and construction agreements between the State and Railroad.

The State of Oregon through its Highway Department is hereby granted a permit of entry on our 60 foot wide right of way over which easement is to be granted the State 50 feet each side of the proposed highway overcrossing structure center line, the intersection point with center of main track being Highway Engineer Station 385+97.24 = Railroad E. S. 1278+92.88, in order that the State may let its contract in advance of execution of formal agreements.

This right of entry is granted contingent upon State executing the formal agreements when presented and the contractor to execute usual form of agreement and furnish usual insurance in advance of starting construction.

A copy of this letter is also furnished you for signature of Highway Engineer or his authorized agent accepting the conditions under which the right of entry is granted and to be returned to me.

Yours very truly,

ACCEPTED BY STATE OF OREGON

By _____
State Highway Engineer

RECEIVED
MAR 5 1951
STATE HIGHWAY COMMISSION

FOR FILING

February 7, 1951

Mr. E. M. Maye, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

In your letter of January 29, you suggested that advance copies of the section of the specifications dealing with protection of railroad property and operations be submitted to you prior to advertising a grade crossing project. In accordance with this, you will find attached hereto two copies of the specifications concerning protection of the railroad for the Goshen overcrossing of your Siskiyou line south of Eugene in Lane County. In these specifications we have gone along with your request for higher limits of insurance. We have also included in the specifications the form of agreement which the Southern Pacific Company have required contractors to execute with them prior to doing any work on the railroad right of way. This form of agreement is substantially the same as has been furnished to us by your company for other projects. I believe that you will find the specifications in order.

A hearing before the Public Utilities Commissioner was held on February 2, the Southern Pacific Company being represented by Mr. Graham of your legal staff and Mr. Bartlett from the division engineer's office. No controversy of any kind developed at the hearing, and the Public Utilities Commissioner has advised that an order in conformance with the application will be issued in the very near future. Our application to the Public Utilities Commissioner was amended at the hearing to cover a grant of an easement across your right of way 100 feet in width, being 50 feet on each side of our highway center line, rather than the wider easement which was asked in the original application. It is my understanding that your office has already approved the granting of the easement in the 100-foot width.

The State is anxious to advertise this project in the very near future so that full advantage of the coming construction season can be taken. In the past it has taken a considerable time to prepare the usual State-railroad agreement covering grade separation projects, and we are fearful that, if the award of the contract is held up until these matters are disposed of formally, the project may not be started in time to finish

in good weather this fall. In view of this we request that your company grant us a permit of entry on the area covered by the easement. If this can be done, we will advertise the project for bids immediately and proceed with the construction in accordance with the Public Utilities Commissionar's order which will be issued based upon our application. The preparation and execution of the formal agreement between the State and railroad can then follow in due course. We would appreciate your early consideration of this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSP/ds

Attached

cc Mr. L. P. Hopkins - Attached
Mr. M. Graham - Attached
Mr. J. W. DeSousa - Attached
Mr. G. S. Paxson

Drain Pipe:

The drain pipe from the catch basins shown on Drawing No. 9797 will be furnished and placed by others and will not be a part of this contract.

Roadway Clearance:

The contractor shall construct the overcrossing without interruption to traffic on the Pacific Highway. A minimum horizontal clear span of twenty-four feet measured at right angles to the center line of the Pacific Highway and the maximum vertical clearance obtainable with a minimum of twelve feet six inches shall be maintained during construction. This construction shall be adequately protected with warning lights, signs and barricades.

Protection of Railroad Property:

Work within Southern Pacific Company right of way lines shall be done at such times and in such a manner as not to interfere with operations of trains or other work of the railroad company.

The railroad company will furnish, at the expense of the State, such engineer-inspectors, watchmen or flagmen as it may deem necessary to safeguard property and the movement of engines, trains and cars and to supervise prosecution of that portion of the work within the limits of its right of way.

Before starting any work on the contract, the contractor shall enter into a written agreement with the Southern Pacific Company substantially in the following form:

AGREEMENT, made this ____ day of _____, 19__, between SOUTHERN PACIFIC COMPANY, a corporation, first party, hereinafter called "Railroad," and _____, second party, hereinafter called "Contractor";

WHEREAS, Railroad and State of Oregon, acting by and through its State Highway Commission, hereinafter called "State," have entered into a certain agreement dated _____, 19__, which provides that State shall undertake the construction of an overhead crossing structure on Railroad's Siskiyou Line, Lane County, Oregon, near Goshen and said agreement provides that State shall cause its contractor or subcontractors to enter into an agreement with Railroad substantially in the form of a certain draft attached to said agreement dated _____, 19__, and

WHEREAS, on the _____ day of _____, 19__, said State entered into a contract with Contractor for construction of said overpass crossing, which contract provides that Contractor shall enter into an agreement with Railroad.

NOW, THEREFORE, it is understood and agreed as follows:

Contractor, in advance of performing any work under said contract between State and Contractor, shall, with respect to the operations Contractor or any of Contractor's subcontractors perform, furnish for and in behalf of

Railroad regular Protective Public Liability Insurance and regular Protective Property Damage Liability Insurance conforming to the requirements of Works Program General Memorandum No. 32, signed by the Chief of the Bureau of Public Roads and dated January 27, 1937, said regular Protective Public Liability Insurance providing for a limit of not less than Two Hundred Thousand (200,000) Dollars for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Four Hundred Thousand (400,000) Dollars for all damages arising out of bodily injuries to or deaths of two or more persons in any one accident, and said regular Protective Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand (50,000) Dollars for all damages arising out of injury to or destruction of property in any one accident; and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand (100,000) Dollars for all damages arising out of injury to or destruction of property during the policy period.

Contractor shall furnish to Railroad the original policies of insurance, for and in behalf of Railroad, providing, with respect to operations Contractor or any of Contractor's subcontractors perform, insurance in the amounts as aforesaid, which policies shall be subject to the approval of Railroad; Contractor shall also furnish to Railroad certified copies of policies of insurance showing that Contractor has, with respect to operations Contractor or any of Contractor's subcontractors perform, provided for Contractors' Public Liability and Property Damage Liability Insurance, as provided for in Works Program General Memorandum No. 32, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad, as hereinabove provided for.

The insurance hereinabove specified shall be carried by Contractor until all work required to be performed under the terms of said contract between State and Contractor is satisfactorily completed, as evidenced by the formal acceptance by State.

Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees at and in the vicinity of the work during the period of construction. Contractor, subject to the supervision and control of Railroad's Chief Engineer, or other designated officer, shall perform Contractor's work in such manner and at such times as that said work shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees at or in the vicinity of the work.

Contractor further agrees that upon completion of the work covered by said contract between said State and said Contractor, Contractor will promptly remove from the premises of said Railroad all of Contractor's tools, implements and other materials, whether brought upon said work by Contractor, or any subcontractor, employee or agent of Contractor or any subcontractor.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By_____

Attest:_____

_____
(Contractor)

Plans for all falsework over tracks and all other general work within railroad right of way lines shall be submitted to the railroad company, and approval of the plans shall be obtained before work proceeds.

Clearance lines for falsework over the tracks shall be not less than seven feet six inches (7'6") horizontally from the center line of the track or twenty feet (20') vertically from the top of rail.

Should any damage be caused to railroad's roadbed, ballast, ties, track, telegraph, telephone or signal lines, or any other property of the railroad or telegraph companies by reason of the contractor's operations, the cost of repairing such damage shall be borne by the contractor, and he shall reimburse the railroad company and/or telgraph company upon the rendition of bills therefor.

The spur track leading into the Bonneville Power Administration substation is owned by the Bonneville Power Administration but the right of way is owned by the Southern Pacific Railroad Company. Regardless of this fact, all provisions pertaining to the protection of railroad property, etc., shall apply to this spur as well as to the main line.

The contractor's final estimate will not be released until evidence to the effect that all claims of the railroad company for damages or miscellaneous services in connection with the job have been settled.

Insurance to be furnished by the contractor as outlined in the form of agreement between the railroad and contractor shall meet the following additional requirements:

1. Such insurance shall be in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the Highway Commission; and

2. Such insurance shall be noncancellable and nonalterable for any cause whatsoever (including failure to pay premiums), either by the contractor or by the insurance company, without 30 days written notice to the Highway Commission as to the cancellation and without prior written approval of the Highway Commission as to alteration; and

3. In the event the said insurance is cancelled as herein provided, the contractor shall provide other insurance of the same class and for the same purposes and subject to the same conditions as provided herein, and the said other insurance shall become effective not later than the time of cancellation of the prior insurance and shall cover the unexpired period of the term herein required; and

4. The contractor shall not commence work under the contract until he has obtained all insurance required under this specification and such insurance has been approved by the State and railroad, nor shall the contractor permit any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved; and

5. One copy of all insurance policies provided and one copy of a certificate of insurance for each policy shall be delivered to the engineer at the time of the execution of the contract; and

6. The term "person" as herein used shall include passengers and employees of the railroad company and/or the Western Union Telegraph Company as well as other persons, and the term "property" as herein used shall include property of or in the custody of the railroad company and/or the Western Union Telegraph Company as well as other property.

Insurance:

The contractor shall, in addition to other forms of insurance or bonds required under the terms of specifiations and contract, carry protective insurance of the kinds and with amounts hereinafter set forth, and such insurance shall be in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the Commission; and, furthermore, such insurance shall be non-cancellable and nonalterable for any cause whatsoever (including failure to pay premiums), either by the contractor or by the insurance company without thirty (30) days' written notice to the State Highway Commission as to the cancellation and without prior written approval of the Highway Commission as to alteration. In the event that the said insurance is cancelled as herein provided, the contractor shall provide other insurance of the same class and for the same purposes and subject to the same conditions as provided herein, and the said other insurance shall become effective not later than the time of cancellation of the prior insurance and shall cover the unexpired period of the term herein required.

The contractor shall not commence work under the contract until he has obtained all insurance required under this specification and such insurance has been approved by the State, nor shall the contractor permit any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

One copy of all insurance policies provided under the terms of this specification and two copies of a certificate of insurance for each policy shall be delivered to the engineer at the time of the execution of the contract.

Contractors' Public Liability and Property Damage Liability Insurance: The contractor shall furnish evidence to the engineer that, with respect to the operations he performs, he carries regular Contractor's Public Liability insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Property Damage Liability insurance providing for a limit of not less than Fifty Thousand Dollars ($50,000) for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars ($100,000) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

Contractors' Protective Public Liability and Property Damage Liability Insurance: The contractor shall furnish evidence to the engineer, that with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractors' Protective Public Liability insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Protective Property Damage Liability insurance providing for a limit of not less than Fifty Thousand Dollars ($50,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars ($100,000) for all damages arising out of injury to or destruction of property during the policy period.

Miscellaneous Provisions:

Printed Special Provisions Relating to Employment of Labor, Subcontracting, etc.: The Contractor's attention is directed to the printed "Additional Contract Provisions" and "Additional Special Provisions" which are bound herewith and which apply particularly to the employment of labor, subcontracting, transportation tax refund, alterations in details of construction, et cetera. Those printed special provisions are a part of the special provisions of the contract the same as are the typewritten and/or mimeographed special provisions bound herein, and they shall apply with the same force and effect.

Employment Agency: The employment lists from which the labor for this project is to be selected will be prepared by the Oregon State Employment Service at Eugene, Oregon.

Consideration of Bids: Bids for this project will be considered in conjunction with bids for the Riverview Street Viaduct Project and the State Highway Commission reserves the right to award the contracts on the basis of lowest total cost for the two projects. The lowest bidder for this project will, therefore, have no claim on the award of the contract unless his bid, in combination with some bid for the Riverview Street Viaduct Project, gives the lowest total for the two projects.

Bids for the Riverview Street Viaduct Project, above referred to, will be received by the State Highway Commission at the same time and place as will bids for this project.

Project May Be Bid in Combination With The Riverview Street Viaduct Project: If the bidder should bid on the Riverview Street Viaduct Project as well as on this project, he may, if he so desires, bid a lump sum amount by which he will reduce the total of his two bids, if he is awarded the contracts for both projects. This bid or offer to reduce the total of his two bids must be made on the qualification sheet inserted for the purpose between pages 8 and 9 of the proposal form for this project. No mention of the offer need be made in the proposal for the Riverview Street Viaduct Project.

RECEIVED
1951
FOR FILING

March 1, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of February 27, concerning the recently requested extension of Federal-aid Primary Road No. 5 in the vicinity of Springfield and the reduction in the length of Federal-aid Primary Road No. 3 which is to result from the Eugene-Goshen line change.

The line change referred to will effect a distance saving of 0.61 mile. We therefore request a reduction of that amount in the officially recognized length of Primary Federal-aid Road No. 3.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:ge

FOR FILING
ON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 27, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your request of January 29, 1951 relative extension of Federal-aid Primary Road No. 5 and a corresponding change in the official description of that road.

Our Division Office is ready to recommend this revision, but believes that any change in the F.A. Primary No. 3 mileage that may occur by the changed location should be taken care of at the same time that the revision in Route 5 is recorded.

After the recent revision in F.A. Route 18 the approved system mileage totalled 3,259.80 miles, exclusive of 522.4 miles within Federal reservations and mileage within established urban areas. The revision in Route 5 would increase the approved system mileage to 3261.10 miles, leaving an available system mileage of 85.00 miles. Please furnish the information relative Route 3.

Very truly yours,

T. M. DAVIS
District Engineer

W. C. WILLIAMS

Copy to Probert.

F. & FILING

Salem, Oregon
January 29, 1951

Agenda Item - 5-q

Mr. S. H. Probert
Office Engineer

Herewith I hand you the original and two copies of a Letter to the Bureau of Public Roads approving extension of Federal Aid Highway No. 5 from Springfield Junction westerly to connection with Federal Aid Highway No. 3 at Judkins Point, Eugene. These Letters have been executed by the State Highway Commission.

One copy of this Letter has been retained in this office for the Commission's files and records.

Secretary

rn

EI.

AGENDA

5-g

approve extension of Fed. Aid. Hwy No. 5
(McKenzie Hwy) from Springfield Jct.
westerly & connection with Fed. Aid Hwy
No. 3 (US99) at Judkins Point, Eugene)
(of approved application & agreement)
(map)

"A"
4 copies of application
(MAP)

M

5 1951
OR FILING

January 29, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We submit herewith official request for an extension of Federal-aid Primary Road No. 5 and a corresponding change in the official description of that road.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHW:gs

Encl.

January 24, 1951

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As the revision in Federal-aid Primary Road No. 3, which is to result from construction of the Judkins Point-Goshen Section, Project No. FI-161 (16), by-passes the junction of Federal-aid Primary Road No. 5 with Federal-aid Primary Road No. 3, it becomes necessary to extend Federal-aid Primary Road No. 5 and to change its official description.

Accordingly, the State Highway Commission requests that Federal-aid Primary Road No. 5 be extended at its west end to a connection with Federal-aid Primary Road No. 3 at Judkins Point in the City of Eugene, and that the official description for Federal-aid Road No. 5 be changed to read as follows:

> "From a point on Federal-aid Road No. 3 in Eugene via McKenzie Bridge, Redmond, Prineville, Mitchell, John Day and Vale to a point on Federal-aid Road No. 1 in Ontario"

By the above indicated change, the length of Federal-aid Road No. 5 will be increased from 385.00 to 386.30.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
As Chairman

By_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
As Commissioner

By_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
As Commissioner

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

January 24, 1951

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As the revision in Federal-aid Primary Road No. 3, which is to result from construction of the Judkins Point-Goshen Section, Project No. FI-161 (16), by-passes the junction of Federal-aid Primary Road No. 5 with Federal-aid Primary Road No. 3, it becomes necessary to extend Federal-aid Primary Road No. 5 and to change its official description.

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By the above indicated change, the length of Federal-aid Road No. 5 will be increased from 385.00 to 386.30.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By _____
As Chairman

By _____
As Commissioner

Attest _____
SECRETARY

By _____
As Commissioner

B - Proposed extension of F.A. Road ..., 1.3 Mi. (Formerly was a part of F.A. Road No. 3)

F.A. Road No. 3

F.A. Road No. 5

A

B

SPRINGFIELD

EUGENE

A to C - Relocated Route of F.A. Road No. 3, 4.22 Mi.

Willamette River

Middle Fork

Coast Fk.

B to C - Formerly part of FA Road No. 3. Will be abandoned as FA Primary Route.

F.A. Road No. 29

C

F.A. Road No. 3

GOSHEN

OREGON STATE HIGHWAY DEPARTMENT
MAP SHOWING PROPOSED SYSTEM CHANGE

FEDERAL AID ROAD NO. 5

VICINITY OF
EUGENE, OREGON
SCALE: 1"=2000' JANUARY 1951

B-Proposed extension
of F.A. Road [illegible] 1.3 Mi.
(Formerly was a part of
F.A. Road No. 3)

F.A. Road No. 5

A

B

SPRINGFIELD

EUGENE

A to C - Relocated Route of F.A. Road No. 3, 4.22 Mi.

Willamette River

Middle Fork

Coast Fk.

B to C - Formerly part of FA Road No. 3. Will be abandoned as FA Primary Route.

F.A. Road No. 29

C

F.A. Road No. 3

GOSHEN

OREGON STATE HIGHWAY DEPARTMENT
MAP SHOWING PROPOSED SYSTEM CHANGE

FEDERAL AID ROAD NO. 5

VICINITY OF
EUGENE, OREGON
SCALE: 1"=2000' JANUARY 1951

RECEIVED
FEB 15 1951
FOR FILING

FORM E-30 2M 8-50 4960

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 14, 1951

SUBJECT: File Pux 23

To: Mr. W. C. Williams
Mr. G. S. Paxson
Mr. E. A. Collier
Mr. K. D. Lytle
Mr. F. B. Crandall

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of P.U.C. Order No. 26776, P.U.C. File F-2291, with reference to the crossing of the tracks of Southern Pacific Company and Bonneville Power Administration on the Pacific Highway North of Goshen.

The Order appears to me to cover everything asked for by the Highway Commission in the original petition and at the hearing.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:ms
Enc.

P.U.C. OREGON ORDER NO. 26776

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company and over the industry track of Bonneville Power Administration, on the Pacific Highway North of Goshen in the Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 14, Township 18 South, Range 3 West, W.M., in Lane County, Oregon.	)	F-2291

The above entitled matter came on for hearing pursuant to notice on Friday, February 2, 1951, at 1:30 p.m., in the Lane County Court House, Eugene, Oregon, before C. E. Jaqua, Utility Engineer, sitting as examiner for the Commissioner.

The following appearances are of record herein:

J. W. De Souza, Assistant Counsel, Salem, Oregon
In behalf of the Oregon State Highway Commission

Edwin L. Graham, Atty., Portland 4, Oregon
In behalf of Southern Pacific Company

Whereupon evidence was introduced, the hearing was concluded, and the matter submitted for determination. After due consideration of the record, evidence, and law in the matter, the Commissioner makes and enters the following findings, conclusions, and order, to-wit:

F I N D I N G S

That the petitioner proposes to construct, as part of the newly aligned Pacific Highway between Eugene and Goshen, in Lane County, an overcrossing structure which will carry vehicular traffic over the tracks and right of way of Southern Pacific Company and over the industry track of the Bonneville Power Administration at a point North of Goshen, and at railroad company's Engineer Station 1278+92.

That it is estimated that the average annual daily traffic over the structure when completed will be approximately 7,500 vehicles, and that the average train movements will be eight per day.

That the grades approaching the crossing will not be greater than 2.20 per cent ascending, and that the angle of crossing of the tracks is approximately 39 degrees.

That the applicant proposes to finance the construction of said project from State and Federal Highway Funds, without participation therein from funds of Southern Pacific Company or Bonneville Power Administration, including reimbursement to Southern Pacific Company and to Bonneville Power Administration for necessary expenses in connection with said project which are reimbursable and not prohibited by the terms of General Administrative Memorandum No. 299, issued by the Public Roads Administration, and amendments thereof and supplements thereto.

That it is proposed that the cost of maintenance of the structure will be borne by Oregon State Highway Commission and that Southern Pacific Company continue to maintain its track and roadbed.

That the placing of necessary falsework during the construction period will impair the standard clearances as provided for in P.U.C. Or. Order No. 99, approximately as follows:

(a) The horizontal clearances on the main track, and the industry track will be restricted to 7 feet 6 inches on each side of the centerline of the tracks.

(b) The vertical clearances on the main track and on the industry track will be restricted to 20 feet.

C O N C L U S I O N S

That the construction of such overcrossing is necessary and proper for the convenience and safety of the public in that provision is thus made for a safe crossing, and the hazards incident to a grade crossing are eliminated.

That no material benefits will accrue to the Southern Pacific Company or to the Bonneville Power Administration, and that these companies should be reimbursed for all costs incurred by them in connection with the construction of the crossing.

O R D E R

IT IS ORDERED that the application of the state of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company and the industry track of Bonneville Power Administration, on the Pacific Highway North of Goshen in the Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 14, Township 18 South, Range 3 West, W.M., in Lane County, Oregon, be and the same is hereby granted.

IT IS FURTHER ORDERED that construction of the overcrossing shall be done in a good and workmanlike manner in substantial conformity with plans and profiles attached to the application, and by this reference made a part hereof, or as amended and agreed upon between the parties in interest.

IT IS FURTHER ORDERED that the costs of the construction of the overcrossing shall be paid from State and Federal Highway Funds, and that Southern Pacific Company and Bonneville Power Administration shall be reimbursed for those necessary expenses in connection with said project which are reimbursable and not prohibited by the terms of General Administrative Memorandum No. 299, issued by the Public Roads Administration, and amendments thereof and supplements thereto.

IT IS FURTHER ORDERED that pursuant to agreement entered into between the Oregon State Highway Commission and Southern Pacific Company, State and Railroad will do as follows:

THINGS TO BE DONE BY STATE: In addition to financing as outlined above, the State shall:

(a) Prepare plans and specifications, award contracts and supervise construction of the overcrossing structure.

(b) Require its contractors to furnish for and in behalf of Southern Pacific Company and Western Union Telegraph Company, jointly, Public Liability and Property Damage insurance with limits of $200,000/$400,000, in accordance with Works Program General Memorandum No. 32 issued by the Bureau of Public Roads.

THINGS TO BE DONE BY RAILROAD: The Southern Pacific Company shall:-

(a) Grant to State such easements for right of way as are necessary, make such revisions in existing telegraph and telephone lines and signal lines and systems as may be required, and furnish such watchman and flagman service as may be necessary to safeguard railroad operations during construction of the project.

(b) Furnish and install guard rails on and along the existing main track for a distance of 100 feet on each side of the point of intersection of the highway and railroad, as protection to piers in case of derailment.

IT IS FURTHER ORDERED that upon completion of the project, the Oregon State Highway Department shall thereafter maintain the structure and that the Southern Pacific Company and the Bonneville Power Administration shall thereafter maintain their tracks and roadbed beneath the structure.

IT IS FURTHER ORDERED that those temporary impairments of standard clearances which may be created by the placement of falsework during the construction period are herein authorized in such number and to such extent as outlined in the application.

IT IS FURTHER ORDERED that upon completion of the structure, designation C-641.3-A shall be assigned thereto for the purposes of identification in the Commissioner's Catalog of Crossings of the State of Oregon.

Done and dated at Salem, Oregon, this 9th day of February, 1951.

GEO. H. FLAGG

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

RECEIVED
FOR FILING
FORM E 30X 15M 6-49 32803

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1951

NOTED
W. C. WILLIAMS

To: MEMORANDUM FOR FILE

SUBJECT: File Pux 23
Goshen Overcrossing,
S. P. and Bonneville
Power Administration
Lane County

Hearing on this matter was held before Mr. C. E. Jaqua, sitting as special examiner for the Public Utilities Commissioner, in the Lane County Court House, Eugene, at 1:30 P.M., on Friday, February 2, 1951.

The Highway Commission was represented by J. W. DeSouza, and Mr. G. S. Paxson and Mr. J. Al Head were placed on the stand. As a preliminary, the petition was amended (under sub-paragraph (a) under "Things to be Done by Railroad", on page 3) to reduce the requested easement to 100 feet in width, being 50 feet on each side of the highway center line.

Southern Pacific Company was represented by Mr. E. L. Graham, and he did not produce any testimony although Mr. Frank A. Bartlett, Assistant Engineer, Southern Pacific Company, was placed on the stand at my request to answer some questions regarding watchman, flagman, and inspection service on the Bonneville Power Administration industry track. It was stated that this inspection would be handled by Southern Pacific Company in connection with the main line inspection.

Mr. Paxson was questioned as to whether or not reimbursement to Southern Pacific Company would include the services of inspectors under Order No. 299, and he stated that such reimbursement would be made in accordance with practices which have prevailed in the past.

No controversy developed and after the closing of the hearing, Mr. Jaqua stated off the record that an Order authorizing the construction will be issued in due course.

The only exhibit presented covered six prints of the bridge plans, numbered drawings 9797 to 9802, inclusive, under Exhibit 1.

JWD:ms
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. J. Al Head
Mr. K. D. Lytle

J. W. DeSOUZA
Assistant Counsel

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

January 29, 1951

E-1 41622
#5472
2-151

Bonneville Power Administration
Portland 8, Oregon

Attention: Mr. H. H. Kneeland

NOTED
W. C. WILLIAMS

Gentlemen:

Re: Your File Goshen SS

Herewith three prints of our Drawing No. 8124 which you requested in connection with our application to the Public Utilities Commissioner to cross over the tracks and right of way of the Southern Pacific Company and over the industrial track of the Bonneville Power Administration on the Pacific Highway north of Goshen.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc W. C. Williams

ASSIGNMENT

January 25, 19[illegible]

No. 245 [illegible]
By [illegible]

Description: Harding H. Kneeland's letter of January 24 re application to PUC regarding crossing over tracks and R/W of SP Company and over industry track of Administration on Pacific Hwy. north of Goshen

Acknowledged by _____ Referred to _Paxson_

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed _____ Report received _____

Remarks: Please furnish direct

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND 8, OREGON

In Reply Refer to:
Goshen SS

January 24, 1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference is made to your application to the Public Utilities Commissioner of Oregon in regard to crossing over the tracks and right-of-way of the Southern Pacific Company and over the industry track of the Administration on the Pacific Highway north of Goshen.

Would you please furnish this office three copies of your drawing No. 8124 referred to in your petition.

Very truly yours,

HARDING H. KNEELAND
Acting Chief, Land Section

RECEIVED
JAN 25 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 25 1951

RECEIVED
FOR FILING

FORM 6-123X 25M 4-50

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

S.I.-Amb
#3472

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

~~Oregon State Highway Commission~~

October 20, 1950

Gentlemen:

[illegible] ago the Oregon representative of the Interstate Commerce Commission requested that we look over [illegible] to see what steps we may be necessary to eliminate a restriction in vertical [illegible] of the Pacific Highway between Ashland and Medford. There are two railroad overpasses on this section which restrict clearance to slightly over 14 feet. This is the only vertical clearance of less than 14 feet on the Pacific Highway in Oregon, and we are told that there are no restrictions less than 14 feet on U.S. #1 throughout the states of [illegible] and California.

We have made a study of this matter and find that an existing county road in the Medford section between Ashland and Springfield can be improved at a cost of about [illegible], so that overhead trucks could use this route [illegible] route for a grade crossing of the railroad. The improvement would consist of some widening and the elimination of a sharp curve at the railroad crossing.

There is no method [illegible] the restricted clearance at the Medford overcrossing without a reasonable cost. If we lowered the grade line at the overpass it would be subject to flooding, and, as this is at present the only place in Medford for the tunnel road, it would seem that the highway would be closed for longer periods of time.

There is an existing grade crossing, privately owned by T. [illegible] Sons, [illegible] during the last year T. [illegible] charged a toll of $3.— per truck for use of this road, and due to the great number of overwidth trucks, it is considerable [illegible] for the use of the private crossing. The crossing has been granted as a private crossing only, and the railroad company [illegible] that in case cessation of the crossing for public purposes or it would revoke the crossing. If, [illegible] law that it will permit overheight trucks, properly certified by the portland utility authority, for [illegible] per year. The private crossing has permanent gates, and it would be necessary that maintenance personnel be advised of the proposed arrival of overwidth trucks so that they could open the gates and let the trucks through.

This is the kind of thing I'm
talking about
Tom Mc Cluskey
Ted Hunt

This is not an entirely satisfactory arrangement, but it seems to be about the only thing we can do now.

We are now calling bids for the Jasper bridge on the Springfield Creswell Secondary Highway, and, upon completion of the bridge about a year from now, overweight trucks can detour via this highway between Eugene and Goshen, so that the existing bottleneck will exist for only one year.

This matter will be on the next agenda for your consideration, and it is my recommendation that you authorize improvement of the county road at a cost of $1,500 and the payment of $600 to Mr. Gleaa for one year's use of his private crossing. It will be necessary that we clear this matter with the Railroad Company, but we did not wish to discuss it with the Railroad Company until we were advised of your wishes.

Very truly yours

NCW

[illegible]
[illegible] Highway Engineer

cc Mr. W. C. Williams
Mr. J. M. Devers
Mr. H. G. Smith

FI-161(14) Riverview Street Viaduct 1951
Project on the Pacific Highway
#3473 In Eugene

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
(date)
July 11, 1951

3473 (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3473	3-final	Hamilton & Thome	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11160	B-19044	$ 2,303.43	7/11/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: March 8, 1951

Time Extensions: None required

Completion Date: June 1, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

June 22, 1951

Seaboard Surety Company
75 Maiden Lane
New York 7, New York

Gentlemen:

State Highway Contract No. 3473 for work performed on the Riverview Street Section of the Pacific Highway in Lane County was completed by the contractor, Hamilton and Thomas, on June 1, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $2,303.43 will be released to the contractor after acceptance by the Commission. The total contract amount is $20,507.74, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

shr

cc Hansen and Howland, Incorporated
611 Henry Building
Portland 4, Oregon

Hansen and Howland, Tacoma

NOTED ON CARD
6-22-51

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OREGON DISTRICT
MONTANA
OREGON
IDAHO

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 15, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revisions to Bent 1 of the Riverview St. Viaduct, Oregon Project No. FI 161(16) necessitated by the desire to found the footings in undisturbed material are approved.

Please forward 6 reduced size prints of your drawings No. 9780 to 9782 inclusive for our record purposes. In situations similar to this one, where a major revision is made, we would appreciate the automatic submission of the usual number of reduced size prints for our action.

Very truly yours,

copy to Parsons

C. G. FOLK
Acting District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
APR 17 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

71-161 (16)
3472

April 3, 1951

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on March 8, 1951 by the State Highway Commission, as follows:

Contract No. 3472, covering the Goshen Overcrossing on the Pacific Highway in Lane County.

Contract No. 3473, covering the Riverview Street Bridge on the Pacific Highway in Lane County.

We are also sending an executed copy of each of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
AUG 9 1951
FOR FILING
II-161(16)

March 9, 1951

Hamilton and Thoms
Post Office Box 726
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you two contracts in Lane County: Contract No. 3472 for construction of the Goshen Overcrossing on the Pacific Highway over Southern Pacific Company's Siskiyou Line tracts, and contract No. 3473 for construction of the Riverview Street Viaduct on the Pacific Highway in Eugene.

These awards are based on your low bids of $136,502.50 for the Goshen Overcrossing, and $70,540.00 for the Riverview Street Viaduct. The $1,000 reduction you offered if awarded both of these jobs will be deducted from the Goshen Overcrossing amount, leaving $135,502.50.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
Oregon State Highway Commission

fn

cc - A. G. Smith
Goldie Lewis
L. H. Probert
C. A. Paxton

L. F. White

TELEGRAM

Salem, Oregon
March 9, 1951
9:30 a.m.

Hewitt & Thoms
Box 726
Eugene, Oregon

The State Highway Commission yesterday awarded you contracts for construction of Coburg Overcrossing Project and Riverview Street Viaduct Project for which you submitted low bids on February 26. The award was based on the amounts of your proposals less $1,000 for each awarded both contracts. Contract forms follow shortly.

R. H. [illegible], SECRETARY
[illegible]

RECEIVED
MAR 7 - 1951
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

3473

March 8, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of March 6 advising that all rights of way have been obtained for Oregon Project FI-161(16), Riverview Street Viaduct on the Pacific Highway in Eugene, we hereby concur as of this date in award of contract to Hamilton and Thoms, Eugene, who submitted the low bid for this project in combination with Project FGI-161(17), Goshen Overcrossing at the bid opening of February 26, 1951.

Our concurrence is not to be construed as assurance that required materials, equipment and parts can be secured.

Very truly yours,

C. G. Polk

C. G. POLK
Acting District Engineer

RECEIVED
FOR FILING

File

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM X | SERIAL
DAY LETTER | NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate
FULL RATE | DEFERRED
CODE | NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MARCH 5, 1951

MR. C. G. POLK
BUREAU OF PUBLIC ROADS
FINANCIAL CENTER BUILDING
PORTLAND, OREGON

WE HAVE ALL RIGHT OF WAY AND HAVE PERMIT OF ENTRY FROM SOUTHERN PACIFIC COMPANY FOR GOSHEN UNDERCROSSING AND RIVERVIEW AVENUE. REQUEST YOUR CONCURRENCE IN AWARD OF CONTRACTS TO LOW BIDDER.

R. H. BALDOCK

FI-101(16) Judkins Point-Goshen Sec., 1951
Pacific Hwy.
#3474

Jan[illegible]y 22nd, 1953

FINAL COST ANALYSIS
Grading

Judkins Point-Goshen
Contract #3474
Resident Engineer - E. E. Umphlette

Pacific Highway
Prefix 20-1072 FI-161(16)
Contractor - McNutt Brothers

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All			$ 9,272.18	$18,950.00
Struct. Excavation	974.9	Cu. Yd.	4.00	3.03	2,951.95	3,899.60
Trench "	442.7	" "	3.00	2.36	1,043.12	1,328.10
General "	732,893.4	" "	.54	.511	374,433.13	395,762.44
Short Overhaul	2,377,009.4	Yd. Sta.	.0125	.0121	28,707.75	29,712.62
Long "	53,554.3	C-Yd. Sta.	.50	.476	25,519.90	26,777.15
Placing Topsoil	13,682.5	Cu. Yd.	.90	.71	9,661.75	12,314.25
Truck Haul on Topsoil	7,708.5	Yd. Mi.	.25	.25	1,947.54	1,927.13
Finish R/B & Other Areas	100%				5,829.18	2,000.00
Rounding Cutbanks	13,600	Lin. Ft.	.20	.19	2,601.47	2,720.00
12" Concrete Pipe	1,191	" "	1.65	1.60	1,912.68	1,965.15
18" " "	993	" "	3.00	3.00	2,977.78	2,979.00
24" " "	435	" "	4.20	4.19	1,824.20	1,827.00
36" " "	133	" "	7.95	7.65	1,056.19	1,097.10
18" Extra Str. Conc. Pipe	186	" "	3.45	3.47	645.68	641.70
24" " " " "	177	" "	4.90	4.90	867.61	867.30
6" Conc. Drain Pipe	180	" "	.80	.70	126.47	144.00
8" Perf. Conc. Drain Pipe	415	" "	1.07	1.02	422.36	444.05
3/8"-0" Backfill in Drain	94	Cu. Yd.	5.00	4.67	438.76	470.00
Class "A" Concrete	431.3	" "	56.00	41.31	17,817.69	24,152.80
Metal Reinforcement	67,974	Lb.	.12	.08	5,425.32	8,156.88
Sprinkling	1,021.5	M/Gal.	2.00	1.90	1,945.79	2,043.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #1:						
Item #1, Salvage & Replace Water Pipe	1,320	Lin. Ft.	$0.20	$0.20	$ 264.00	$ 264.00
Item #2, 3/4" Galv. Pipe	25	" "	0.36	0.31	7.75	9.00
Item #2, 2" Galv. Pipe	189	" "	0.93	0.83	156.87	175.77
Item #2, 3" " "	210	" "	1.80	1.44	302.40	378.00
Item #3, Struct. Excavation	267.6	Cu. Yd.	4.00	3.03	810.83	1,070.40
PA #2:						
Const. Conc. Wingwall	All				138.00	138.00
PA #3:						
15" Concrete Pipe	54	Lin. Ft.	1.95	1.84	99.21	105.30
Struct. Excavation	28.8	Cu. Yd.	4.00	3.03	87.26	115.20
PA #4:						
Cement Adj., Favor of State	23.31	Bbl.	3.92			- 91.38
PA #5:						
Item #1, Salvage 18" Conc. Pipe	39	Lin. Ft.	0.50	0.50	19.50	19.50
Item #2, " 24" " "	27	" "	0.50	0.50	13.50	13.50
Item #3, Struct. Excav.	32.9	Cu. Yd.	4.00	3.03	99.68	131.60
Item #4, General Excavation	111.4	" "	0.54	0.52	57.93	60.16
PA #6:						
Item #1, Clear & Grub	3	Acre	$1,000		2,850.00	3,000.00
Item #2, General Excavation	11,750	Cu. Yd.	1.00	0.78	9,112.50	11,750.00
Item #3, Struct. "	13.2	" "	4.00	3.03	39.96	52.80
Item #4, 12" Corr. Metal Pipe	120	Lin. Ft.	3.50	3.17	380.84	420.00
Item #5, Short Overhaul	68,202.6	Yd. Sta.	0.02	0.02	1,364.05	1,364.05
Item #6, Long "	2,462.1	C-Yd. Sta.	0.60	0.68	1,677.26	1,477.26
Force Account					745.50	816.33
					$514,655.54	$561,448.76

Gross Revenue	$561,448.76
Total Cost	514,655.54
Net Profit	$ 46,793.22

Net Profit Equals 8.3% of Gross Revenue

Judkins Point-Goshen
Contract #3474

Detail of Cost

Labor:

Supervision	$ 18,750.00	
Labor	199,830.55	
Labor Insurance	14,207.73	
		$232,788.28

Materials:

12" Concrete Culv. Pipe f.o.b. Job	1,191	ft.	at	$1.15	$ 1,369.65
12" Corr. Metal Pipe f.o.b. Job	120	"	"	1.95	234.00
12" Corr. Metal Bond f.o.b. Job	4	"	"	2.51	10.04
15" Concrete Culv. Pipe f.o.b. Plant	54	"	"	1.05	56.70
18" Concrete Culv. Pipe f.o.b. Job	993	"	"	2.30	2,283.90
24" Concrete Culv. Pipe f.o.b. Job	435	"	"	3.21	1,396.35
36" Concrete Culv. Pipe f.o.b. Job	133	"	"	5.99	826.02
18" Extra Str. Conc. Culv. Pipe f.o.b. Job	186	"	"	2.68	498.48
24" Extra Str. Conc. Culv. Pipe f.o.b. Job	177	"	"	3.87	684.99
6" Conc. Drain Pipe f.o.b. Job	180	"	"	.48	86.40
8" Perf. Conc. Drain Pipe f.o.b. Job	415	"	"	.61	253.15
Redi Mix Concrete	431.3	cu. yd.	at	$12.84	5,538.50
Metal Reinforcement	67,974	lb.	at	$0.062	4,214.56
3/4" Galv. Water Pipe	25	feet	at	$0.16	4.00
2" " " "	189	"	"	0.48	90.72
3" " " "	210	"	"	0.90	189.00
					17,737.06

Equipment Rentals & Misc. Supplies:

Equipment Rentals	$172,011.40	
Gas, Oil & Grease	42,451.60	
Bond	4,210.87	
P.U.C.	215.40	
P.L. & P.D. Insurance	2,649.47	
Explosives & Drill Steel	23,255.00	
Lumber	1,697.50	
Move In, Freight & Cartage	795.50	
Home Office & General Overhead	16,843.46	
		264,130.20

Total Cost $514,655.54

Remarks:

This was a "Regular Federal Aid Project" calling for the construction of 4.09 miles of highway roadbed and the construction of five reinforced concrete box culverts.

The project was bid and awarded February 27th, 1951, work was started by the contractor April 9th, 1951, and was completed June 10th, 1952.

Clearing was fairly easy throughout the length of the project, consisting of two short stretches of thick second growth fir, scattered scrub oak, brush and open grazing land. A small crew of laborers with a power saw and two D-8 tractors completed the major portion of the clearing in a month's time, with the remainder being handled as the grading progressed.

Structural excavation and the laying of the pipe was handled with a 3/4 cu. yd. backhoe, D-6 tractor and dozer and small pipe crew. Pipe prices were low in comparison with the bids of other contractors, and very little profit was shown on any of the pipe items. Structural excavation was bid at a very good price and showed a high profit.

Grading was the major portion of the contract and consisted of topsoil and dirt overlaying a hard blue shale in most of the major cuts. The amount of this shale was more than the contractor anticipated and required more drilling and shooting and considerably more shovel work. Equipment used consisted of five D-8 tractors, three 16 cubic yard carryalls, one 40 tractor and sheepsfoot roller, two #12 blades, three TD-24 tractors, two tournapulls, three 6 cubic yard trucks, two 2½ cubic yard shovels, three 10 cubic yard trucks, four 12 cubic yard trucks, two 500 and one 210 cubic foot compressors, one 3/4 cubic yard shovel with backhoe, two wagon drills, two pickups, grease wagon and miscellaneous small equipment.

Progress on the dirt moving during the summer of 1951 was very good. Excavation of the solid during the summer was also fair, but the progress during the late fall and winter was slow due to inclement weather.

This project was bid at a fair bid price, had excellent supervision, almost no move in cost, as the project was at the contractor's headquarters, and, except for a slight increase in costs and slowing of operations due to the large amounts of solid materials encountered, progressed very well and allowed the contractor a fair profit.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Dec. 29, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
FI-161(16) 3474	14-final	McNutt Bros.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23632	R- 56508	$ 17,183.87	Dec. 29, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: April 30, 1952

Time Extensions: extended to June 10, 1952 without penalty

Completion Date: June 10, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

POSTED ON CARD
12-29-52

RECEIVED
FOR FILING

FI-101(A)

December 9, 1952

General Casualty Company of America
Mansfield & Co.
302 Lewis Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3474 for work performed on the Judkins Point-Coshen Section of the Pacific Highway in Lane County was completed by the contractor, McNutt Brothers, on June 10, 1952 and was formally accepted by the Commission on September 22, 1952.

Final payment in the amount of $17,183.87 will be released to the contractor on or after December 19, 1952. The total contract amount is $561,448.76 of which amount $816.33 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

NOTED ON CARD
12-9-52
m

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NOV
FOR FILING

3474

December 10, 1952

Oregon State Highway Commission

Gentlemen:

On Contract No. 3474, Jumping Point-Goshen section of the Pacific Highway, the project authorization indicates an overrun of 8.3 per cent, or $46,500. This is occasioned by slides, which could not be anticipated, resulting in an overrun of general excavation and overhaul of slightly in excess of $50,000.

This matter will be on the next agenda, and it is respectfully requested that you approve an increase in project authorization of $46,500 on Contract No. 3474.

Underruns on other project authorizations will more than offset this overrun, so that additional financing is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison
WCW:me bl

RECEIVED
FOR FILING

October 24, 1952

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to McNutt Brothers on contract No. 3474, for grading on the Judkins Point-Goshen Section of the Pacific Highway in Lane County.

This payment, in the amount of $21,786.51, will be released to the contractor on or after November 3, 1952. The retained percentage is $16,832.93.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
10-24-52 gl

RECEIVED
OCT 2 - 1952
FOR FILING

October 1, 1952

Mr. Rubin Norwood
General Delivery
Goshen, Oregon

Dear Sir:

The Honorable Douglas McKay, Governor of Oregon, has referred to me your letter of September 22 having reference to Mr. David Travis' property in which you state he is fenced off from the new highway one mile south of Springfield.

This matter has been the subject of correspondence and personal consultation with Mr. Travis for the past four years. The facts of the matter are that Mr. Travis, about 1946, purchased property on which his trailer court is located, after the survey for the new highway had been made and rights of way purchased, which purchase included the right of access. Mr. Travis' only access to his property was from a private road connecting with the Pacific Highway, and there is no reason for Mr. Travis to assume that he would be able to obtain an access to the new highway. Mr. Travis was advised as long ago as 1948 that no access would be granted.

The trouble seems to be that the road that Mr. Travis had as a connection to the present Pacific Highway ran through the property owned by the man from whom he had purchased his tract. He was supposed to have had an agreement with the property owner whereby he would continue to use the private road, but from the information we have, the owner later denied such use; the matter was taken to court, and Mr. Travis lost his case.

In the construction of restricted access highways, new connections can not be granted. It would indeed appear to be contrary to the public interest to purchase the right of access from one owner and then to restore it to another. The question involving Mr. Travis has been thoroughly reviewed during the past three or four years, the decision has always been that the access could not be granted, and there is nothing that can be done in the matter now. It is unfortunate that Mr. Travis may have difficulty in his access, but he purchased the property after the survey had been made and the rights of access had been purchased. He

attempted to benefit from the ultimate construction of the new highway and his not realizing that an access would not be granted is not the fault of the State Highway Department.

In so far as the Highway Department is concerned, this matter is a closed issue.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Governor McKay
W. C. Williams

WCW:ms lg

Tues

REFERRED TO
Williams
By State Highway Engineer
Please O.K. if you
will sign.

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

September 23, 1952

Mr. Rubin Norwood
General Delivery
Goshen, Oregon

Dear Mr. Norwood:

Your letter of September 22nd is being referred to Mr. R. H. Baldock, State Highway Engineer.

I know that Mr. Baldock will be glad to check the matter to which you refer and that you will hear from him subsequently.

Very truly yours,

COPY

DM:AP
cc Mr. Baldock

Governor

C
O
P
Y

Eugene, Oregon
Sept. 22, '52

Governor Douglas McKay

Dear Sir:

I'm writing you on behalf of a sick friend. Mr. D. Travis of Rt. 1, box 36B, Eugene, Oregon. He is fenced off the new highway just west off the over pass over the S. P. tracks 1 mile South of Springfield Junction with no way out from now on and our neighbors believe you can straten things out for him before they finish the new road.

Yours in Justice Name

/s/ Rubin Norwood

Gen. Del. - Goshen, Oregon

RECEIVED
[illegible] 1952
FOR FILING

71-10-11
191

September 9, 1952

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 41 days, from April 30 to June 10, 1952, within which to complete your contract No. 3474 for grading on the Judkins Point-Goshen Section of the Pacific Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

R. E. Umphlette,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

Mrs. Hayes
these notes
with the contents
of the one

RECEIVED
FOR FILING

August 13, 1952

Request for extension of time
No. 15
August 18 and 19

Oregon State Highway Commission

Gentlemen:

Herewith a request from McNutt Brothers for an extension of time on Contract No. 3474, Junkins Point-Coquhan Section of the Pacific Highway, from April 30, 1952 to June 10, 1952.

All work specified on this contract was completed with the exception of the removal of unanticipated slides which considerably increased the quantities to be moved.

The overrun of time was not the fault of the contractor, and I would, therefore, recommend that the extension be granted without penalty. Mr. C. S. Folk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP lg

RECEIVED
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 13, 1952

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. G. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3474, Judkins Point - Goshen Section of the Pacific Highway, Ore. FI-161 (16), from April 30th, 1952 to June 10th, 1952, to McHutt Brothers, contractors.

All work specified under the contract was completed within the time limit. However, unanticipated slides occurred on this job after the section was graded and the extension was required to remove these slide areas.

The overrun was not the contractors' fault and I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't. State Highway Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams

RECEIVED
JUN 26 1952
FOR FILING

June 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1952 on Contract No. 3474, Judkins Point-Goshen Section, in connection with Federal Aid Project No. FI-161 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

DBP/ec

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 1952

Section Judkins Point-Goshen — Kind of work Grading

Highway Pacific — Section prefix 20-1072

Contractor McNutt Bros. — Contract number 3474

Date of contract March 12, 1952 — Date of completion April 30, 1952

Date work started April 9, 1951 — Estimated date of completion June 10, 1952

Amount of contract . . . . . $ 493,914.40 — Per cent of time elapsed 456/415 110 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 518,735.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 35,200.00, 7.1 % — Date project was completed June 10, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Under "Order for Extra Work" No. 2, the contractor had an estimated time of 24 hours of motor grader work to do in constructing drainage ditches to complete the project.

As this part of the work has been delayed on account of weater conditions, Mr. Edwards, Division Engineer, advised to relieve McNutt Bros. Contrator, of performing the work mentioned above and apply the same to Contract No. 3816.

Contract was completed as of June 10, 1952.

RECEIVED
JUN 23 1952
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED

Signed [signature]

Address 2141 East 15th Ave., Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.09				
Miles partially completed	4.09				
Miles completed	4.09				
Total estimated quantities	682,000 CY				
Estimated quantities moved or placed to date	687,000 CY				
Average daily quantities	Completed				
Average daily quantities necessary to complete project on time	------				
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	" "		
Wednesday	" "		
Thursday	" "		
Friday	Showers		
Saturday			

STATE PRINTING

RECEIVED
FOR FILING
FORM E-30 25M 3-51 47199

Indexed
Alphabetically
Black, F. G.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1952

SUBJECT: Damage allegedly done by McNutt Brothers on Judkins Point-Goshen Section

To: Mr. W. C. Williams
Assistant Right of Way Engineer
O f f i c e

Dear Mr. Williams:

In response to your letter of April 30, 1952, forwarding correspondence regarding a claim by Mr. Frank Gees Black against McNutt Brothers Construction Company and the General Insurance Company, I wrote to the General Insurance Company to determine what action they propose to take inasmuch as the file indicated that Mr. Black had been unsuccessful in securing any response from the insurance company as to what their response would be with respect to his claim.

For your information I enclose herewith a copy of a letter from the General Insurance Company written in reply to my inquiry.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.

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y

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

Eugene Service Office
1075 Oak Street
Eugene

May 6, 1952

Oregon State Highway Department
Salem, Oregon

Attention of C. W. Enfield

Re: 2-10,595 McNutt Brothers

Gentlemen:

We have your letter of May 5th concerning the claim of Mr. Frank Gees Black of this city.

We wish first to advise you that Mr. Black has been advised of our position on his claim for alleged damages as a result of this blasting. Our position was that there was no liability in this case.

We wish also to advise you that we have made payment to a large number of claimants in the area around the new highway, and that the total of these payments to date is in the neighborhood of $8,000. We don't feel that this could be construed as a failure of this company to respond to legitimate claims.

For your further information, the home of Mr. Black is located roughly one mile and one half from the nearest blasting operation. It is the opinion of the geology department at the University of Oregon that it is extremely doubtful, if not impossible that any damage to his home might have been caused by the blasting of McNutt Brothers.

If we can give you any further information, we will be very happy to do so.

Yours very truly,

(Sgd.) Ray Stommel

Ray Stommel
Claims Department

RS:bf

FORM E-123X 25M 11-51

FOR FILING

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
Coos Bay

CHAS. H. REYNOLDS, MEMBER
La Grande

M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. W. ENFIELD
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

May 5, 1952

General Insurance Company
1075 Oak Street
Eugene, Oregon

Gentlemen:

This office has been advised that Mr. Frank Coes Black of Eugene, Oregon, has made repeated attempts to secure a settlement without the necessity of litigation of a claim that he has against McNutt Brothers Construction Company allegedly resulting from blasting operations in connection with grading operations on the Judkin Point-Goshen Section of the Pacific Highway. We have been further advised that he has been unable to obtain even a statement of your intention, or that of the McNutt Construction Company, with respect to what adjustment you might make in connection with his claim.

If Mr. Black's claim is justified, and if liability exists, it is requested that you advise him as soon as possible as to what action you propose to take for the making of payment, and if you find his claim is without merit that you likewise so advise him. The State and the Highway Commission are oftentimes subjected to unwarranted criticism because of the failure of the State's contractors, bondsmen and insurance carriers to promptly respond to legitimate claims, and it is for the purpose of protecting the interests of members of the public that the State requires its contractors to furnish a bond and to provide adequate public liability and property damage insurance. We of course are desirous that when legitimate claims are submitted that they be promptly handled so as to serve the very purpose for which such bonds and insurance are required by the State.

We will appreciate being advised as to the status of this matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - McNutt Construction Company
W. C. Williams

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1952

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't. State Highway Engineer
State Highway Dept.
O F F I C E

Dear Sir:

Herewith copies of correspondence from Tom Edwards, E. F. Umphlette, and Frank Gees Black, pertaining to alleged damage done by McNutt Brothers, Contractor on the Judkins Point - Goshen Section.

It is suggested that the proper authorities request the General Insurance Company to attend to this matter at their earliest convenience.

Very truly yours,

R. G. Smith
Construction Engineer

By Edwin A. Pearce
Edwin A. Pearce
Construction Office Engineer

EAP:sv

Encls.

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FORM E-30X 15M 1-52 86419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 25, 1952

SUBJECT:

To:
H. G. Smith
Construction Engineer

Dear Sir:

Please note the attached from Umphlette concerning a complaint registered by Frank Gees Black, wherein he alleges damage to his property from McNutt Brothers grading operations on the Judkins Point-Goshen Section.

I recommend that you direct a letter to the General Insurance Company requesting their attention to this matter.

Very truly yours,

TOM EDWARDS,
Division Engineer

TE:rw

cc E. E. Umphlette

Enc.

RECEIVED

FORM E-20X 25M 6-51

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
April 23, 1952

SUBJECT:
Frank Gees Black
Damage Claim

To:

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Please find attached hereto 3 copies of a letter written to McNutt Brothers Construction Company by Frank Gees Black, in regard to damages he claims he suffered to his property at 1901 Fairmount Blvd., Results from blasting operations last fall on the Judkins Point-Goshen Section, Contract 3474.

Very truly yours,

E. E. Unchlette
Sr. Res. Engr.

encl.
eeu;ds

Frank Gees Black
University of Oregon

Eugene, Oregon

C
O
P
Y

April 16, 1952

McNutt Construction Company
351½ East Broadway
Eugene, Oregon

Gentlemen:

On December 14th, 1951, I wrote to you regarding damages suffered by my property at 1901 Fairmount Blvd. as a consequence of blasting operations last fall on the so-called Goshen Cut-Off. Having received no response, I wrote a second letter on January 3rd, and in answer, dated January 5, 1952, I was told that the former letter had been forwarded to The General Insurance Company, 1075 Oak Street, Eugene and that the second letter would also be forwarded with a note asking "for their prompt attention." Later in Febraury, two men called at the house, representing the insurance company or some adjustment office and, in my absence, viewed the damages under my wife's direction, stating that we would hear shortly. In the middle of March, I called at 1075 Oak Street to inquire when I might expect some word, and the office girl took my name and telephone number, promising I should have work as soon as the men returned to the office. On March 24th or thereabouts, I wrote a further letter to the General Insurance Company, inclosing a copy of an estimate prepared by Harold Christianson, Contractor, stating the cost of restoring the property to its status before the blasting damage, By April 16th I have had no word in response to my call at the office of the General Insurance Company or to my letter.

I have sought to be patient and reasonable, realizing that there were other claimants, but for four months, now, it has been necessary for someone to be about in order that your representative, when he comes, will be received. Meanwhile, I am living in a damaged structure. The cracks created by the blasting have in some cases opened farther as result of foundational damage. As my house is my principal asset, in case I should decease or find it necessary to move to another locality, I do not think I should be subjected to this undue delay. I am further aware that settlements have been made to several other claiments who made application at a date later than mine.

May I once more ask for a statement of your intention, or at least of a date when I may have that knowledge? I am loath to proceed to legal action while this matter may simply have become overlooked at the insurance office, but I must have some response shortly. I shall delay another week before carrying the matter to legal hands.

Very truly yours,

Frank Gees Black

cc.
The General Insurance Company, 1075 Oak Street, Eugene
Mr. E. E. Umphlette, Resident Engr., State Highway Deptartment, Eugene

RECEIVED
MAY 9 1952
FOR FILING

F I [illegible]

Salem, Oregon
April 30, 1952

Mr. C. W. Enfield

Damage allegedly done by McNutt Brothers on Judkins Point-Goshen Section

I attach hereto a file having reference to a claim against McNutt Construction Company of Eugene and its bonding company, the General Insurance Company. From this file it would appear that the insurance company is rather dilatory in effecting settlement of the claim of Mr. Black.

Will you please take such action on this matter as you deem appropriate.

W. C. Williams

WCW:me

Encl.

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Re: Production Study Report PS 127
Oregon Project FL-161(16), Judkins Point-Goshen.

Attached are four copies of subject report. The study was made between September 13 and October 3, 1951 and covered shovel grading operations on the Judkins Point-Goshen project, McNutt Bros., contractors.

These copies are furnished with the understanding that the report is not for use or publication outside of your Department.

May we thank you for your cooperation in making the study possible?

1-Smith
1-Clymer
2-Files.

Very truly yours,

C. G. Polk
District Engineer

REFERRED TO
By State Highway Engineer

NOTED
W. C. WILLIAMS

Department of Commerce
Bureau of Public Roads
Washington, D. C.

Research Division
Production Cost Unit

Production Study Report No. PS 127

State of Oregon
September 13-October 3, 1951

SHOVEL GRADING OPERATIONS

Part 1. Introduction
Part 2. 2½-Cubic Yard Northwest Model 30-D Shovel
Part 3. Hauling Units
Part 4. Drilling

By

James G. Edwards
Robert E. Johnson
William N. Records
Robert W. Selzer
George P. Steffens

Highway Engineers

Not for publication

Department of Commerce
Bureau of Public Roads
Washington, D. C.

Research Division
Production Cost Unit

Production Study Report No. PS 127

State of Oregon
September 13-October 3, 1951

SHOVEL GRADING OPERATIONS

Part 1. Introduction
Part 2. 2½-Cubic Yard Northwest Model 30-D Shovel
Part 3. Hauling Units
Part 4. Drilling

By

James G. Edwards
Robert E. Johnson
William N. Records
Robert W. Selzer
George P. Steffens

Highway Engineers

Not for publication

FOREWORD

Studies of the kind represented by this report are one element of a broad program of field research on the construction and maintenance of highways. The program for such research is being developed on the basis of needs evidenced either directly or through research committees by individual contractors, manufacturers, and engineers and by such organizations as the Highway Research Board, American Association of State Highway Officials, American Road Builders Association, Associated General Contractors of America, and others.

The actual field studies are made by the Research Division of the Bureau of Public Roads which has at its disposal the facilities for conducting such work on a Nation-wide basis. Individual studies are made possible through the cooperation of the State highway department or other highway agency, the contractor, the manufacturer, and the Bureau of Public Roads. Copies of each report will be furnished each of the cooperating parties, where applicable.

The data presented and the comments made in these reports are strictly of a fact-finding and interpretive nature. Under no circumstances are they to be considered critical. It should be recognized that in many cases the expense involved in eliminating a delay may not be economically justified.

Further, where information is presented relating to a particular contractor or to a special make of equipment, it is requested that the parties cooperating in these studies treat such information as confidential. In this manner studies of this kind will provide a source of data relating to job performance that can be of greatest value to the highway field.

Project data sheet - Report No. PS 127

State - Oregon

County - Lane

Project - FI-161(16)

Location: Relocation of US 99 extending from Judkins Point at the eastern limits of Eugene south 4.09 miles to Goshen.

Contractor: McNutt Brothers, 351½ East Broadway, Eugene, Oregon

Contractor's supervisory personnel:

Co-owners - - - - - - - - - - - - - - - - - -	Jack McNutt Earl McNutt
Superintendent - - - - - - - - - - - - - - - -	Arnold Lindeland
Day-shift Foreman - - - - - - - - - - - - - -	Art Guntly, Jr.
Night-shift Foreman - - - - - - - - - - - - -	Howard Kunkle

Oregon State Highway Commission:

Division Engineer - - - - - - - - - - - - - -	K. D. Lytle
Resident Engineer - - - - - - - - - - - - - -	E. E. Umphlette
Grade Inspector - - - - - - - - - - - - - - -	Harvey Mayfield

PRODUCTION STUDY REPORT ON
SHOVEL GRADING OPERATIONS
STATE OF OREGON

Part 1. Introduction

During the period September 13 to October 3, 1951, equipment production studies of shovel grading operations were conducted on a Federal-aid Interstate project in western Oregon. The purpose of this study was to obtain data relating to equipment time utilization, performance characteristics, and production rates under field conditions.

The project was on a relocation of a US route and involved 4.09 miles of grading and structures, with asphaltic concrete surfacing of the four-lane divided highway to follow under separate contract. The alinement consisted principally of long tangents connected by curves with a maximum curvature of 4 degrees. Maximum grade was held to 3.6 percent through fairly rough terrain, as pictured in figure 1.

Figure 1. General view of the terrain looking north of station 249.

The contract was awarded for a total bid price of $493,914.40. Principal bid items are listed in table 1.

Part 2. 2½-Cubic Yard Northwest Model 80-D Shovel

From September 13 through October 3, production studies were made of the operations of a 2½-cubic yard Northwest model 80-D power shovel.

Figure 3. Northwest model 80-D shovel.

For study purposes, the material excavated was divided into three classifications: (1) clay, from the cut at station 368; (2) earth and rock, consisting of a mixture of weathered shale and earth from the cut at station 337; and (3) blasted rock, a siltstone from cuts at stations 225, 262, 276, and 296.

Yardage controls were kept on the material removed from the clay cut at station 368 and were obtained by actual field measurement. No controls, however, were kept on the remaining cuts as this material had been blasted before studies were started. The yardage figures given for the material on which no controls were kept, were based on an estimated swell factor of 50 percent for the mixed clay and rock material and 66 percent for the rock material.

The general plan of shovel operations was to first make a pass 4 to 8 feet deep and 20 to 30 feet wide along one side for the entire length of the cut. Any additional material in the section was then removed by making as many passes as necessary. Material in the deeper cuts was removed in several lifts. Cut slopes were trimmed by the shovel as it was excavating adjacent material.

Total available working time is the sum of (1) normal daily shift times, and (2) any additional time actually worked. Thus, on this job, with two normal scheduled shifts of 8 hours each for six days a week, if 2 hours overtime were worked, the total available working time would be 98 hours for the week.

The major delays as shown in tables 2 and 3 have been grouped without regard to the class of material handled or whether night or day shift. Because of the relatively short time that shovel operations were studied, no corelation was established between shift time, class of material, and the underlying cause of the major delay. It was noted, however, that major delays amounted to 17.1 percent of the 149.9 hours of available working time while on rock work, 13.4 percent of 45.9 hours of rock and earth available working time and only 2.0 percent of the 80.0 hours of available working time on clay excavation. Table 2 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the 2½-cubic yard Northwest 80-D shovel during the period of observation from September 13 to October 3. Major delays consist of individual time losses 15 minutes or more in duration, whereas individual time losses less than 15 minutes in duration are classified as minor delays. The classification of delays by cause is enumerated in subsequent tables.

Table 2.--Distribution of 275.8 hours of total available working time for the Northwest 80-D shovel

Item No.	Time element	Total time (Hours)	Percent
1	Total available working time	275.8	100.0
2	1 major delay due to weather	- 2.3	- 0.8
3	30 major delays from other causes	-27.2	- 9.9
4	Net available working time	246.3	89.3
5	7,730 minor delays	-103.2	1/-37.4
6	Actual productive time for excavating 38,090 cubic yards	143.1	2/ 51.9

1/ Minor delays amount to 41.9 percent of the net available working time.

2/ Productive time amounts to 52.3 percent of the total available working time exclusive of major delays due to weather.

Major delays are considered as occurring during each shift even though the specific delay in question may extend over a period of several shifts. The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 3.

Table 3.--Classification of 31 major delay occurrences to the Northwest 80-D shovel

Item No.	Nature of major delay	No. of occurrences	Total delay time (Hours)	Percent of 275.8 hours total available working time
1	Repairs to crowd brake	5	9.7	3.5
2	Major moves	5	3.1	1.1
3	Repairs to pulleys	3	2.4	0.9
4	Wait for blasting	2	2.4	0.9
5	Wet grade	1	2.3	0.8
6	Stand-by idle	1	2.0	0.7
7	Dipper maintenance and repair	3	1.8	0.7
8	Hoist and swing repair	2	1.6	0.6
9	Clutch repair	2	1.3	0.5
10	Cable replacement	2	1.0	0.4
11	Fouled cable	1	0.7	0.2
12	Quit early	2	0.5	0.2
13	Shovel light plant repair	1	0.4	0.1
14	Wait for grade stake	1	0.3	0.1
	Total	31	29.5	10.7

Item 6, stand-by idle, occurred during the remainder of a shift following repairs to the crowd brake.

Although minor delays are ordinarily just a few seconds each in duration, it will be noted in table 2 that they amount to 37.4 percent of the total available working time. However, the full extent of minor delays can usually be better visualized by comparing them to the net available working time rather than to the total available working time. For example, when minor delays are expressed as a percentage of the total available working time, a job with frequent and extensive major delays, such as rain, might show a proportionately less percentage of minor delays than a job with few major delays. Thus, a better basis for indicating the extent of minor delays in relation to the production operation is to express them as a percentage of the net available working time.

Minor delays were, in general, classified in accordance with the apparent cause. For example, a delay of a few seconds or perhaps a minute to the shovel from a lack of hauling units may have been due to a breakdown of spreading equipment on the fill; but the delay was charged to a lack of hauling units at the shovel.

A classification of minor delays by number of occurrences, total time and percent of net available working time occurring to the shovel while excavating the three classes of material is shown in tables 4, 5, and 6 with a further distribution between day and night shifts.

Table 4.--Classification of 2,272 minor delay occurrences to the Northwest 80-D shovel while excavating clay and for day and night shifts

Item No.	Nature of minor delay	Day shift			Night shift		
		No. of occurrences	Total delay time (Hours)	Percent of 47.4 hours net available working time	No. of occurrences	Total delay time (Hours)	Percent of 31.0 hours net available working time
1	Inadequate hauling unit supply	357	11.5	24.2	121	3.8	12.2
2	Short moves	322	1.9	4.0	282	1.5	5.0
3	Clear up and trim cut slopes	258	1.5	3.1	199	2.1	6.6
4	Bulldozing with shovel	123	0.7	1.4	63	0.4	1.5
5	Other hauling unit delays	93	1.1	2.3	164	0.5	1.7
6	Shovel maintenance and repair	13	0.3	0.7	16	1.5	4.7
7	Engineering and instructions	34	0.3	0.7	39	0.4	1.2
8	Personal delays	21	0.1	0.2	16	0.7	2.2
9	Operator inefficiencies	25	0.1	0.2	20	0.1	0.3
10	Other	52	0.5	1.2	47	0.3	1.1
	Total	1,305	18.0	38.0	967	11.3	36.5

Table 5.--Classification of 1,358 minor delay occurrences to the Northwest 80-D shovel while excavating an earth and rock mixture for day and night shifts

Item No.	Nature of minor delay	Day shift			Night shift		
		No. of occurrences	Total delay time (Hours)	Percent of 13.6 hours net available working time	No. of occurrences	Total delay time (Hours)	Percent of 24.4 hours net available working time
1	Short moves	147	1.1	8.2	160	1.5	6.3
2	Inadequate hauling unit supply	33	1.0	7.5	87	3.7	15.0
3	Non-productive casting	85	0.5	3.5	51	0.4	1.7
4	Rock requiring special handling	28	0.4	2.9	24	0.2	1.0
5	Clean up loading site	47	0.3	2.3	29	0.5	2.1
6	Clean up and trim cut slopes	76	0.3	2.3	56	0.4	1.8
7	Shovel repair and maintenance	19	0.4	2.6	-	-	-
8	Other hauling unit delays	28	0.1	0.6	204	1.4	5.8
9	Personal delays	24	0.1	0.6	-	-	-
10	Bulldozing with shovel	19	1/	0.3	-	-	-
11	Late start or excess lunch	5	1/	0.3	8	0.9	3.7
12	Engineering and instructions	-	-	-	76	1.2	4.8
13	Hauling unit exchange	-	-	-	84	1.1	4.6
14	Wait on bulldozer	-	-	-	25	0.6	2.4
15	Other	28	0.2	1.2	15	0.3	0.7
	Total	539	4.4	32.3	819	12.2	49.9

1/ Less than 0.05 hours.

Table 6.--Classification of 4,100 minor delay occurrences to the Northwest 80-D shovel while excavating blasted rock for day and night shifts

Item No.	Nature of minor delay	Day shift			Night shift		
		No. of occurrences	Total delay time (Hours)	Percent of 71.7 hours net available working time	No. of occurrences	Total delay time (Hours)	Percent of 58.2 hours net available working time
1	Inadequate hauling unit supply	204	11.9	16.6	210	11.5	19.8
2	Rock requiring special handling	541	3.8	5.2	235	4.5	7.8
3	Other hauling unit delays	382	2.2	3.1	59	1.1	1.8
4	Short moves	323	2.1	2.9	243	2.5	4.4
5	Hauling unit exchange	250	1.6	2.2	231	2.4	4.2
6	Clean up and trim cut slopes	186	1.4	2.0	201	1.4	2.4
7	Clean up loading site	141	1.0	1.4	42	0.6	1.0
8	Non-productive casting	150	0.8	1.2	55	0.3	0.4
9	Engineering and instructions	50	0.8	1.2	63	2.1	3.5
10	Bulldozing with shovel	136	0.7	1.0	143	0.7	1.2
11	Operator inefficiencies	45	0.6	0.8	38	0.3	0.6
12	Personal delays	73	0.5	0.7	38	0.5	0.9
13	Shovel repairs	9	0.5	0.7	-	-	-
14	Change angle of boom	9	0.1	0.1	4	0.1	0.2
15	Quit early and start late	-	-	-	12	0.9	1.5
16	Other	19	0.2	0.2	8	0.2	0.3
	Total	2,518	28.2	39.3	1,582	29.1	50.0

Other hauling unit delays includes hauling unit operator inefficiencies, slow exchanges, unit stalled, and hauling unit repairs.

Rock requiring special attention covers delays due to moving boulders, breaking up boulders, and adjusting boulders on loads. This delay occurred only during rock and earth and rock excavation operations.

Shovel maintenance and repair includes such delays as clean out dipper, remove rocks from the dipper teeth, adjust cables, and adjust the latch on the dipper.

Personal delays cover such items as, get drink of water, light cigarette, and/or remove clothes and the like.

Operator inefficiencies include talking to other personnel, inattention, stalling engine, and moving the boom or dipper aimlessly.

The last delay item, other, in each table includes delays due to contractor's traffic, hauling units stuck in the haul road, freeing a fouled cable, freeing stuck blade on grader, and delays due to unknown causes.

It was noted from the three tables on minor delays that the shovel operations were delayed 27 percent more on the night shift when excavating the earth and rock mixture and the blasted rock than when digging clay. A further comparison shows that minor delays occurring during the night shift for all classes of material averaged 46.2 percent of the net available working time while those occurring during the day shift averaged only 38.1 percent.

For study purposes, the shovel operating cycle was broken into four elements. The first element, load time, begins when the dipper teeth strike the ground and ends at the moment the full dipper breaks contact with the material being excavated. From this point, until the instant the release catch on the dipper is tripped, constitutes swing time. Dump time, the third element, is the time interval between the tripping of the dipper release catch and instant all material is discharged from the dipper. The fourth element, return time, starts at the conclusion of the dumping and ends when the dipper teeth again strike the ground, thus starting a new cycle.

Table 7 shows the average cycle time elements for the 2½-cubic yard Northwest model 80-D shovel while excavating clay, earth and rock and blasted rock for both day and night shifts.

Table 7.—Average cycle time elements for the 2½-cubic yard Northwest 80-D shovel while excavating clay, earth and rock and blasted rock for both day and night shifts

Item No.	Description	Average cycle time in minutes		Percent of total productive time		Percent of net available working time	
		Day	Night	Day	Night	Day	Night
	Clay excavation						
1	Load	0.141	0.139	41.5	40.5	25.7	25.7
2	Swing	0.084	0.089	24.7	25.9	15.3	16.5
3	Dump	0.037	0.034	10.9	10.1	6.8	6.3
4	Return	0.078	0.081	22.9	23.5	14.2	15.0
5	Productive cycle time	0.340	0.343	100.0	100.0	62.0	63.5
6	Minor delays	0.208	0.197			38.0	36.5
7	Net available working time	0.548	0.540			100.0	100.0
	Earth and rock excavation						
1	Load	0.217	0.172	49.3	46.2	33.4	23.2
2	Swing	0.091	0.081	20.7	21.8	14.0	10.9
3	Dump	0.036	0.032	8.2	8.6	5.5	4.3
4	Return	0.096	0.087	21.8	23.4	14.8	11.7
5	Productive cycle time	0.440	0.372	100.0	100.0	67.7	50.1
6	Minor delays	0.210	0.371			32.3	49.9
7	Net available working time	0.650	0.743			100.0	100.0
	Blasted rock excavation						
1	Load	0.173	0.165	47.2	43.9	28.7	22.0
2	Swing	0.076	0.083	20.8	22.1	12.6	11.0
3	Dump	0.034	0.034	9.3	9.0	5.6	4.5
4	Return	0.083	0.094	22.7	25.0	13.8	12.5
5	Productive cycle time	0.366	0.376	100.0	100.0	60.7	50.0
6	Minor delays	0.237	0.376			39.3	50.0
7	Net available working time	0.603	0.752			100.0	100.0
	Average for all material						
1	Load	0.165	0.158	45.5	43.4	28.1	23.4
2	Swing	0.081	0.084	22.3	23.1	13.8	12.4
3	Dump	0.035	0.034	9.6	9.3	6.0	5.0
4	Return	0.082	0.088	22.6	24.2	14.0	13.0
5	Productive cycle time	0.363	0.364	100.0	100.0	61.9	53.8
6	Minor delays	0.224	0.313			38.1	46.2
7	Net available working time	0.587	0.677			100.0	100.0

Table 7 shows that the productive cycle time for day work is practically the same as night work when using the average of all types of material. Minor delays on the night shift, however, increased the total cycle time 17.6 percent over the day shift on earth and rock excavation and 10.7 percent on blasted rock excavation. For all classes of material the increase amounted to 8.1 percent.

Table 8 shows the average performance data for a 2½-cubic yard Northwest model 80-D shovel while excavating clay, earth and rock and blasted rock for day and night shifts.

Table 8.--Average performance data for a 2½-cubic yard Northwest model 80-D shovel while excavating clay, earth and rock and blasted rock for day and night shifts

	Clay excavation		Earth and rock excavation		Rock excavation	
	Day	Night	Day	Night	Day	Night
Total cubic yards excavated	11,200	8,040	1/ 1,770	1/ 3,100	1/ 8,180	1/ 5,800
Total dipper loads	5,195	3,444	1,254	1,972	7,131	4,649
Cubic yards per dipper	2.2	2.3	1.4	1.6	1.1	1.2
Percent of rated capacity	88	92	56	64	44	48
Passes per dipper load	1.14	1.10	1.22	1.23	1.18	1.18
Dippers per truck load	2.7	3.0	4.3	3.2	4.6	3.2
Cubic yards per truck load	2/ 5.8	2/ 7.0	3/ 6.1	3/ 5.0	4/ 5.3	4/ 4.0
Dippers per Tournatrailer load	5.1	5.3	7.0	6.2	6.6	6.1
Cubic yards per Tournatrailer load 5/	11.0	12.3	9.9	9.7	7.6	7.7
Angle of swing, degrees	60	61	63	68	75	74
Averaged depth of digging face, feet	5	6	5	7	9	6
Production during total available working time (cubic yards per hour)	233	251	111	104	106	81
Production during net available working time (cubic yards per hour)	236	260	131	127	116	100
Production during productive time (cubic yards per hour)	381	408	193	254	191	200

1/ Estimated, with the mixed earth and rock assumed to have a swell factor of 50 percent and the blasted rock, a swell of 66 percent.

2/ Average struck capacity of trucks in truck fleet was 9.7 cubic yards for both day and night shifts.

3/ Average struck capacity of trucks in truck fleet was 10.1 cubic yards for day shift.
Average struck capacity of trucks in truck fleet was 8.8 cubic yards for night shift.

4/ Average struck capacity of trucks in truck fleet was 10.0 cubic yards for both day and night shifts.

5/ The Tournatrailers had been modified by the contractor to increase the struck capacity of the units from 11.5 to 14.1 cubic yards.

Table 7 shows that productive cycle times for day and night operations were the same, while the day net available working time cycle was 87 percent of that for night operations. The difference was the result of increased minor delays. However, the night shift operator compensated for some of the time loss by securing a larger dipper load. This did not quite offset the time loss but brought night shift production, based on net available working time, to within 10 yards per hour of the day shift.

Table 9 shows the production rates of several makes and models of 2½-cubic yard shovels as observed during studies made in 4 other States while excavating a variety of materials.

Table 9.—Production rates of 2½-cubic yard shovels from studies made in various States

State	Classification of material excavated	Production in cubic yards per hour during Total available working time	Net available working time	Productive time
PS 127	Clay	1/ 240	245	392
PS 127	Mixed earth and rock	1/ 106	128	2/227
PS 127	Blasted rock	1/ 93	108	2/193
Pa.	Disintegrated shale	263	308	439
W. Va.	Mixed earth and rock	206	242	356
Pa.	10 - 35 percent rock	111	135	211
Pa.	Blasted rock	99	136	189
Ariz.	Blasted rock	126	146	231
Mo.	Blasted rock	97	167	254

1/ Represents the weighed average of the production rates for both shifts.
2/ Estimated yardage.

Part 3. Hauling Units

The excavated material was hauled from the shovel to the fill areas by a mixed fleet of trucks and five Tournapull - Tournatrailer combinations. The number of units in service varied from three to eight depending upon the length of haul, number of units undergoing repair, and number of operators available. Table 10 lists all units used for hauling excavated material from the Northwest 80-D shovel during the study period.

During the entire period the new grade was utilized for a haul road. In general, its condition was good except when wet. Two-way traffic was possible except at the loading and dumping areas and therefore delays due to traffic were limited to those areas. At the fill, a bulldozer spread and compacted the material and the operator directed dumping operations. Since both types of units were end dumping, the most common procedure for dumping was turn and back followed by dump.

Table 10.--Hauling units used during study period to haul material from the Northwest 80-D shovel

No. of units	Make and type of units	No. of axles	Struck capacity (Cubic yards)
1	1947 Ford R1C	2	4.1
1	1942 Ford (modified to 4 wheel drive)	3	5.7
1	1942 Ford (modified to 4 wheel drive)	3	6.0
2	1948 Ford F7 (modified to 4 wheel drive)	3	9.9
1	1950 Ford F8 (modified to 4 wheel drive)	3	10.3
1	Tournatrailer W10A with Tournapull	2	1/14.1
4	Tournatrailer W21OA with Tournapull	2	2/14.1

1/ Modified to increase struck capacity from 9.5 to 14.1 cubic yards.
2/ Modified to increase struck capacity from 11.5 to 14.1 cubic yards.

Two types of hauling units were selected to be studied simultaneously with that of the shovel operations to determine time utilization and production rates of these two types of units. Studies, however, were made only during daylight hours. One of the Tournapull-Tournatrailer combinations was selected as being representative of the fleet. However on September 24, the unit selected was shut down indefinitely because of clutch repair and another unit was selected as a substitute. A 1950 Ford F8 truck with a struck capacity of 10.3 cubic yards was chosen to be representative of the truck fleet.

Major delays as shown are for the one unit and may not be typical of delays encountered by the other hauling units. Cycle data, however, are derived from studies on all hauling units with a distinction made between Tournatrailers and trucks. These two units are shown in figures 4 and 5.

Figure 4. 1940 Ford F8 truck.

Figure 5. Model W21QA Tournatrailer with Tournapull tractor.

Table 11 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the Ford F8 truck during the period of observation from September 13 to October 3.

Table 11.--Distribution of 286.8 hours of total available working time for the Ford F8 truck

Item no.	Time element	Total time (truck-hours)	Percent	
1	Total available working time	286.8	100.0	
2	1 major delay due to weather	- 4.0	- 1.4	
3	32 major delays from other causes	-68.4	-23.8	
4	Net available working time	214.4	74.8	
5	Waits at shovel	-46.0	-16.1	1/
6	397 minor delays	-11.8	- 4.1	1/
7	Net productive time for 676 loads or 4,490 cubic yards	156.6	54.6	

1/ Minor delays and waits amount to 27.0 percent of the net available working time.

The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 12.

Table 12.--Classification of 33 major delay occurrences to the Ford F8 truck

Item No.	Nature of major delay	No. of occurrences	Total delay time (Truck-hours)	Percent of 286.8 hours total available working time
1	Stand-by idle	6	48.0	16.7
2	Shovel repair	12	8.2	2.9
3	Wet grade	1	4.0	1.4
4	Shovel move	3	2.4	0.8
5	Operator shortage	1	2.2	0.7
6	Out of gasoline	1	1.5	0.5
7	Repair brake line	1	1.3	0.5
8	Repair broken shifting fork	1	1.3	0.5
9	Clean out bed	2	1.1	0.4
10	Unknown	2	1.1	0.4
11	Repair leaky water hose	1	0.7	0.2
12	Repair tailgate latch	1	0.3	0.1
13	Operator helping repair other hauling unit	1	0.3	0.1
	Total	33	72.4	25.2

Item 1, stand-by idle, occurred during the latter part of the study when the trucks were not used.

Table 13 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 13.--Classification of 917 minor delay occurrences and waits to the Ford F8 truck

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Truck-hours)	Percent of 214.4 hours not available working time
1	Waits at shovel	520	46.0	21.5
2	Start late, quit early and excess lunch	35	3.1	1.5
3	Inspect and clean out bed	21	1.5	0.7
4	Operator inefficiencies	67	1.3	0.6
5	Personal	53	1.1	0.5
6	Warm up and move to work site	17	0.8	0.4
7	Contractor's traffic	67	0.7	0.3
8	Truck repair and maintenance	21	0.7	0.3
9	Shovel delays	32	0.4	0.2
10	Fasten tailgate	21	0.3	0.1
11	Instructions	18	0.3	0.1
12	Rock stuck in bed	3	0.2	0.1
13	Other	42	1.4	0.7
	Total	917	57.8	27.0

Item 4 includes delays due to excessively slow exchange, inattention, talking with other personnel, and excessive maneuvering at the loading site.

Item 5 includes getting drink of water, adding or removing clothing, and other delays of a similar nature.

Item 8 covers hoist and steering mechanism repair and inspection of tires and undercarriage.

Item 9 includes cleaning up loading site, moves by the shovel, and shovel maintenance.

Item 13 covers maneuvers at the loading site, back up to avoid rock and unknown delays.

Figure 6. Tournatrailer dumping in fill area.

Table 14 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on one model W210A Tournatrailer with Tournapull tractor during the period of observation from September 13 to October 3.

Table 14.--Distribution of 278.0 hours of total available working time for one Tournatrailer

Item No.	Time element	Total time (Equipment-hours)	Percent
1	Total available working time	278.0	100.0
2	1 major delay due to weather	- 2.3	- 0.8
3	48 major delays from other causes	-112.8	-40.6
4	Net available working time	162.9	58.6
5	Waits at shovel	-27.4	1/- 9.9
6	277 minor delays	-10.1	1/- 3.6
7	Actual productive time for 502 loads or 5,320 cubic yards	125.4	45.1

1/ Minor delays and waits amount to 23.0 percent of the net available working time.

The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 15.

Table 15.—Classification of 49 major delay occurrences to one Tournatrailer

Item No.	Nature of major delay	No. of occurrences	Total delay time (Equipment-hours)	Percent of 278.0 hours total available working time
1	Stand-by idle	4	28.1	10.1
2	Idle awaiting repairs	3	16.3	5.9
3	Repair electrical system	3	13.1	4.7
4	Repair clutch	6	10.7	3.8
5	Repair hitch	3	10.2	3.7
6	Replace broken cable	5	8.2	2.9
7	Repair or replace tire	3	7.5	2.7
8	Shovel maintenance and repair	11	6.8	2.5
9	Operator shortage	1	5.7	2.1
10	Wet grade	1	2.3	0.8
11	Wait for blasting	1	2.0	0.7
12	Shovel move	2	1.7	0.6
13	Repair exhaust pipe	2	0.7	0.3
14	Replace drum guard on power control unit	1	0.7	0.3
15	Stuck in haul road	1	0.4	0.1
16	Late start	1	0.4	0.1
17	Clean spilled dirt off tractor	1	0.3	0.1
	Total	49	115.1	41.4

Table 16 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 16.--Classification of 643 minor delay occurrences and waits to one Tournatrailer

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Equipment-hours)	Percent of 162.9 hours net available working time
1	Waits at shovel	366	27.4	16.8
2	Start late, quit early and excess lunch	33	3.7	2.2
3	Tournatrailer maintenance and repair	19	1.5	0.9
4	Warm up and move to work site	15	0.7	0.5
5	Personal	28	0.7	0.5
6	Instructions	24	0.5	0.3
7	Operator inefficiencies	40	0.5	0.3
8	Close tailgate	5	0.5	0.3
9	Contractor's traffic	39	0.4	0.2
10	Shovel delays	18	0.4	0.2
11	Stuck in haul road or while dumping	13	0.3	0.2
12	Dozer, patrol or scraper cleaning loading site	12	0.2	0.1
13	Others	31	0.7	0.5
	Total	643	37.5	23.0

Item 3 covers delays due to servicing; inspection of cables, tractor and tires, adjustment of seat, brake repairs, cable replacement and fan belt replacement.

Item 5 includes getting drink of water; adding or removing clothing, and other similar delays.

Item 7 covers such things as stalling engine, talking to other personnel, excessive maneuvering at the loading site, excessive gear shifting time, and operator not on tractor.

Table 17 shows the average cycle elements of the truck fleet and table 18 shows the average cycle elements of the Tournatrailers. From both tables it can be seen that waiting at the shovel was more than three times as large as minor delays, thus, undoubtedly, influencing the frequency and extent of minor delays.

Tables 19 and 20 show the average performance data for the truck fleet and Tournatrailers while hauling from the 2½-cubic yard shovel and for all types of material.

Table 17.--Average cycle elements for the truck fleet.

Cycle element	Average time per cycle (Minutes)	Percent of productive time	Percent of net available working time
Load	1.64	11.9	8.6
Haul (6,270 feet)	4.93	35.6	26.0
Turn, back and end dump	1.51	10.9	8.0
Return (6,370 feet)	4.96	35.8	26.1
Turn	0.60	4.3	3.2
Exchange	0.21	1.5	1.1
Total productive cycle time	13.85	100.0	73.0
Wait at shovel	4.08		21.5
Minor delays	1.04		5.5
Total cycle time	18.97		100.0

Table 18.--Average cycle elements for the Tournatrailers

Cycle element	Average time per cycle (Minutes)	Percent of productive time	Percent of net available working time
Load	2.54	17.0	13.0
Haul (5,840 feet)	5.45	36.4	28.0
Turn, back and end dump	0.95	6.3	4.9
Return (5,880 feet)	5.48	36.6	28.2
Turn	0.33	2.2	1.7
Exchange	0.23	1.5	1.2
Total productive cycle time	14.98	100.0	77.0
Wait at shovel	3.27		16.8
Minor delays	1.21		6.2
Total cycle time	19.46		100.0

Table 19.--Average performance data for truck fleet

Average yardage per load, cubic yards	6.6
Average haul speed, miles per hour	14.5
Average return speed, miles per hour	14.6
Loads per hour, based on productive time	4.3
Loads per hour, based on net available working time	3.1
Cubic yards per hour, based on productive time	28.7
Cubic yards per hour, based on net available working time	20.6

Table 20.—Average performance data for 14.1 cubic yard Tournatrailers

Average yardage per load, cubic yards	10.6
Average haul speed, miles per hour	12.2
Average return speed, miles per hour	12.2
Loads per hour, based on productive time	4.0
Loads per hour, based on net available working time	3.1
Cubic yards per hour, based on productive time	42.5
Cubic yards per hour, based on net available working time	32.7

Part 4. Drilling

Several spot studies of approximately 1 hour each in duration were made of drilling operations in the cut area from station 215 to station 230. The rock encountered in this cut was a soft sedimentary rock, ranging from a fine-grained sandstone to a siltstone. The Los Angeles abrasion test showed a loss of 60 percent. The contractor used two wagon drills and from 3 to 6 jackhammer drills in this cut with the wagon drills working on a two-shift basis and the jackhammer drills usually only on the day shift. Compressed air for the jackhammer drills was supplied by a Gardner-Denver compressor rated at 265 cubic feet per minute at 100 pounds per square inch working pressure. Two other compressors of the same type were used to supply air to the Gardner-Denver and Cleveland rock wagon drills. One of the three compressors was also used occasionally to supply compressed air to the jackhammer drills being used on secondary drilling of large boulders not reduced in the initial blasting. No studies were made on this secondary drilling.

Two techniques were observed in drilling operations with the jackhammers. Where the terrain or working space permitted, the operator would drill 4 to 5 holes in a row using successively longer drills in each hole. By using this method it was necessary only to remove the jackhammer from the drill and move it and attach to the next longer drill already in position in the succeeding hole. When the drills had reached the limit of their respective lengths, the operator would remove each and replace them in the next shallower hole and resume the cycle. Studies were confined to the other method in which the operator drilled each hole to completion. Depths of holes varied from 10 to 15 feet and averaged 13.3 feet.

The wagon drills which could accommodate a 7-foot steel change, were used for deeper drilling with the average depth being 23.9 feet. Since the rock was soft, it tended to flake off in large pieces necessitating the use of an auxiliary blow pipe to help blow the loosened material out of the hole. The hollow pipe was suspended from the moving drill frame so it would move down the hole at the same rate as the drill. Even with the use of this device, the drill occasionally became stuck and water had to be used to remove the lodged material.

Four-wing steel cross bits ranging from one and seven-eighths to three inches in diameter were used. The larger sizes being used with the wagon drills. As the holes became deeper on both types of drilling operations, smaller diameter bits were used. Very little wear on the bits was observed as the rock was relatively soft. The drilling pattern for the holes varied from 6 to 9 foot spacings center to center. Holes were loaded with a forty per cent strength special gelatin base dynamite obtained from Pacific Power Company, Tenino, Washington, at an average rate of one pound of powder for approximately one and one-half cubic yards of rock.

The following tables show the data collected in the studies, and the cycle time and rates obtained in the analyses of the data. These data have been separated into two parts, jackhammer drilling and wagon drill work.

Figure 7. Siltstone excavation at station 225 showing extent of fragmentation.

Figure 8. Gardner-Denver wagon drill at work in siltstone cut.

Table 21 is a summary of study information obtained from 10.74 hours of study time of jackhammer drilling operations.

Table 21.--Distribution of 10.74 hours of jackhammer drilling operations

Description	Average time 1/ per hole (Minutes)		Total time (Hours)		Percent of 10.74 hours net available 2/ working time	
Productive items						
Actual drilling time	14.15		4.01		37.3	
Remove and insert steel	5.63		1.60		14.9	
Clean out hole	7.14		2.02		18.8	
Move and set up	2.21		0.63		5.9	
Total productive time		29.13		8.26		76.9
Minor delays 3/						
Personal and rests			0.41		3.8	
Drill stuck			0.32		3.0	
Help other operators work			0.29		2.7	
Clean around holes at start			0.26		2.4	
Supervision and instructions			0.23		2.1	
Operator inefficiences			0.19		1.8	
Repair air line			0.18		1.7	
Insert and remove blow pipe			0.11		1.0	
Help other operators move			0.10		0.9	
Replace broken drill steel			0.15		1.4	
All others			0.24		2.3	
Total minor delays				2.48		23.1
Total net available working time				10.74		100.0

1/ The average depth of each hole was 13.3 feet derived from the total footage of 225.5 feet for 17 holes.
2/ No major delays occurred during the studies.
3/ 115 minor delays occurred during the studies.

Table 22 shows the average drilling rates of jackhammer drills based on the studies.

Table 22.--Observed drilling rates of jackhammer drills

	Average feet per minute
Based on actual drilling time	0.94
Based on productive cycle time	0.46
Based on net available working time	0.35

Table 23 is a summary of study information obtained from 10.43 hours of study time of wagon drill operations.

Table 23.--Distribution of 10.43 hours of wagon drill operations

Description	Average time per hole 1/ (Minutes)	Total time (Hours)		Percent of 10.02 hours net available working time	
Productive time					
Actual drilling time	16.13	3.23		32.2	
Remove and insert steel	8.28	1.66		16.6	
Clean out hole	5.00	1.00		10.0	
Move and set up	6.30	1.26		12.6	
Total productive time		35.71	7.15		71.4
Minor delays 2/					
Insert and remove blow pipe		0.99		9.9	
Use water in drill hole		0.25		2.5	
Drill maintenance		0.22		2.2	
Excess lunch time		0.19		1.9	
Clean around drill hole		0.17		1.7	
Help other operator move drill		0.16		1.6	
Drill stuck		0.13		1.3	
Check and change bit		0.12		1.2	
Clean connector threads on blow pipe		0.11		1.1	
Operator inefficiences		0.10		1.0	
Personal		0.08		0.8	
Supervision and instructions		0.08		0.8	
Wait for help to move		0.05		0.5	
Wait for blow pipe		0.04		0.4	
All others		0.18		1.7	
Total minor delays			2.87		28.6
Total net available working time			10.02		100.0
Major delay					
Broken air hose			00.41		
Total available working time			10.43		

1/ The average depth of each hole was 23.9 feet derived from the total footage of 286.5 feet for 12 holes.

2/ 137 minor delays occurred during the studies.

Table 24 shows the average drilling rates of wagon drills based on the studies.

Table 24.--Observed drilling rates of wagon drills

	Average in feet per minute
Based on actual drilling time	1.48
Based on productive cycle time	0.67
Based on net available working time	0.48

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 29, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-161(16)
Judkins Point-Goshen Sec.

Dear Sir:

Enclosed for your file is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encl.

UPRo

State Oregon

Project No. FI-161(16)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of November, 1951,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December 1950, a program, which was approved on the 17th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of February, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred forty-two and 00/100

dollars ($ 342,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 184+37.0 in the SE 1/4, Section 33, T-17-S, R-3-W, W.M., in Eugene and survey station 50+89.0 in the SE 1/4, Section 14, T-18-S, R-3-W, except stations 384+69.48 to 387+60.48

, length 3.884 miles, in Lane County, being Oregon Federal Aid project No. FI-161(16) consisting of 3.866 miles of roadway and one bridges of more than 20 feet clear span, 0.018 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ---------- three hundred forty-two thousand and 00/100 ---------- dollars ($ 342,000.00), which does not exceed the authorized Federal pro rata share of ---------- five hundred fifty-one thousand seventy-eight and 12/100 ---------- dollars ($ 551,078.12), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to ---------- the State Treasurer ----------
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ---------- Oregon ----------
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ---------- (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

By Jas. F. McLucas
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
OCT 30 1951
FOR FILING

October 17, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Judkins Point-Goshen Section, Project No. FI-161 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department — Federal Aid Project No. FI-161 (16)

JUDKINS POINT-GOSHEN SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 8, 1951

[illegible] (HIGHWAY)

Type Code 0010
Roadway (Sta. 184+37 (1/4) to 194+04 (1/4))

All Required		Clearing and Grubbing (1)		$ 189.50
60	cu. yds.	General Excavation, Unclassified	$ 0.54	32.40
30,000	yd. stas.	Short Overhaul	0.0125	375.00
300	C-yd. stas.	Long Overhaul	0.50	150.00
All Required		Finishing Roadbed and Other Areas (1)		20.00
50	lin. ft.	6-inch Concrete Drain Pipe	0.80	40.00
20	M-gal.	Sprinkling	2.00	40.00
		Subtotal		$ 846.90
		10% Engr. & Cont.		84.69
		Total		$ 931.59

Length of Roadway 0.165 mile
Cost per mile $5,646.00

[illegible] CITY

Type Code 0010
Roadway (Sta. 194+04 to 366+12.67 = 45+40.73 to 50+89.0)

All Required		Clearing and Grubbing (96)		$ 17,056.00
350	sq. yds.	Removal of Pavement	$ 1.50	525.00
1,190	cu. yds.	Structural Excavation, Unclassified	4.00	4,760.00
230	cu. yds.	Trench Excavation, Unclassified	3.00	690.00
673,740	cu. yds.	General Excavation, Unclassified	0.54	363,819.60
1,902,000	yd. stas.	Short Overhaul	0.0125	23,775.00
13,600	C-yd. stas.	Long Overhaul	0.50	6,800.00

11,300	cu. yds.	Placing Topsoil	$ 0.90	$ 10,170.00
5,200	yd. mi.	Truck Haul on Topsoil	0.25	1,300.00
All Required		Finishing Roadbed and Other Areas (90%)		1,800.00
20,000	lin. ft.	Rounding Cutbanks	0.20	4,000.00
1,000	lin. ft.	12-inch Concrete Pipe	1.65	1,650.00
980	lin. ft.	18-inch Concrete Pipe	3.00	2,940.00
450	lin. ft.	24-inch Concrete Pipe	4.20	1,890.00
140	lin. ft.	36-inch Concrete Pipe	7.95	1,113.00
200	lin. ft.	18-inch Extra Strength Concrete Pipe	3.45	690.00
200	lin. ft.	24-inch Extra Strength Concrete Pipe	4.90	980.00
110	lin. ft.	6-inch Concrete Drain Pipe	0.80	88.00
520	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.07	556.40
30	lin. ft.	Extra For Installing Pipe Under Pavement	10.00	300.00
150	cu. yds.	3/8" - 0 Backfill in Drains	5.00	750.00
430	cu. yds.	Class "A" Concrete	56.00	24,080.00
66,600	lbs.	Metal Reinforcement	0.12	7,992.00
1,000	M-gal.	Sprinkling	2.00	2,000.00
		Subtotal		$479,724.00
		10 Engr. & Cont.		47,972.40
		Total		$527,696.40

Length of Roadway 3.701 miles
Cost per mile $142,592.11

[illegible] ST [illegible] VIADUCT

Type Code X221
(Sta. 188+51 to 189+15)

110	cu. yds.	Structural Excavation	$ 5.00	$ 550.00
5	cu. yds.	Structural Excavation Below Elevation Shown	8.00	40.00
270	cu. yds.	Class "A" Concrete	50.00	13,500.00
60,000	lbs.	Total Reinforcement	0.107	6,450.00
				$ 20,540.00
		Lump Sum Reduction		130.79
		Subtotal		$ 20,409.21
		10% Engr. & Cont.		2,040.92
		Total		$ 22,450.13

Length: 0.036 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway			
Inside City	$ 931.59	$ 578.00	$ 353.59
Outside City	527,696.40	327,489.00	200,207.40
Bridge	22,450.13	13,933.00	8,517.13
	$551,078.12	$342,000.00	$209,078.12

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

February 9, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending by messenger six copies of estimate and four copies of right of way statement for the Judkins Point-Goshen Section, Project No. FI-161 (16).

Six bid proposals and one set of full size plans are also being sent.

Included in this project is the construction of a short connection to the Willamette Highway near Goshen, this work being shown on the P. S. & E. papers as a state project. The work, however, is an integral part of the improvement and consequently has been included with the Federal project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ge

Oregon State Highway Department — Federal Aid Project No. FI-161 (16)

JUDKINS POINT-GLENDA SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 9, 1951

INSIDE HUGHE (CITY)

Type Code 0010
Roadway (Sta. 184+37 (L^4) to 194+04 (L^4))

All Required		Clearing and Grubbing (1)		$ 120.00
60	cu. yds.	General Excavation, Unclassified	$ 0.55	33.00
30,000	yd. sta.	Short Overhaul	0.015	450.00
300	C-yd. sta.	Long Overhaul	0.50	150.00
All Required		Finishing Roadbed and ther Areas (1%)		40.00
50	lin. ft.	6" Concrete Drain Pipe	[illegible]	42.50
20	M-gal.	Sprinkling	2.50	50.00
		Subtotal		$ 885.50
		10% Engr. & Cont.		88.55
		Total		$ 974.05

Length of Roadway 0.165 mile
Cost per mile $5,903.33

OUTSIDE CITY

Type Code 0010
Roadway (Sta. 194+04 to 3[illegible]+12.67 = 45+40.73 to 61+67.23)

All Required		Clearing and Grubbing (90%)		$ 10,800.00
350	sq. yds.	Removal of Pavement	$ 1.00	350.00
1,190	cu. yds.	Structural Excavation, Unclassified	3.50	4,165.00
230	cu. yds.	Trench Excavation, Unclassified	3.00	690.00
673,740	cu. yds.	General Excavation, Unclassified	0.55	370,557.00
1,902,000	yd. sta.	Short Overhaul	0.015	28,530.00
13,600	C-yd. sta.	Long Overhaul	0.50	6,800.00
11,300	cu. yds.	Placing Topsoil	1.00	11,300.00
5,200	yd. mi.	Truck Haul on Topsoil	0.15	780.00

All required		Finishing Roadbed and Other Areas (90%)			$ 3,600.00
20,000	lin. ft.	Rounding Cutbanks		$ 0.15	3,000.00
1,000	lin. ft.	12" Concrete Pipe		2.50	2,500.00
980	lin. ft.	18" Concrete Pipe		3.50	3,430.00
450	lin. ft.	24" Concrete Pipe		5.00	2,250.00
140	lin. ft.	36" Concrete Pipe		10.00	1,400.00
200	lin. ft.	18" Extra Strength Concrete Pipe		4.00	800.00
200	lin. ft.	24" Extra Strength Concrete Pipe		5.50	1,100.00
110	lin. ft.	6" Concrete Drain Pipe		0.85	93.50
520	lin. ft.	8" Perforated Concrete Drain Pipe		1.00	520.00
30	lin. ft.	Extra For Installing Pipe Under Pavement		3.50	105.00
150	cu. yds.	3/8" - 0 Backfill in Drains		4.50	675.00
430	cu. yds.	Class "A" Concrete		55.00	23,650.00
66,600	lbs.	Metal Reinforcement		0.12	7,992.00
1,000	M-gal.	Sprinkling		2.50	2,500.00
			Subtotal		$487,587.50
			10% Engr. & Cont.		48,758.75
			Total		$536,346.25

Length of Roadway	3.905 miles
Cost per mile	$137,348.59

[illegible] STREET VIADUCT

Type Code 4221
(Sta. 1[illegible]+51 to 1[illegible]+15)

110	cu. yds.	Structural Excavation	$ 5.00	$ 550.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	25.00
270	cu. yds.	Class "A" Concrete	62.50	16,875.00
60,000	lbs.	Metal Reinforcement	0.125	7,500.00
		Subtotal		$ 24,950.00
		10% Engr. & Cont.		2,495.00
		Total		$ 27,445.00

Length	0.[illegible] mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway			
Inside City	$ 974.05	$ 604.00	$ 370.05
Outside City	536,346.25	332,388.00	203,958.25
Bridge	27,445.00	17,008.00	10,437.00
	$564,765.30	$350,000.00	$214,765.30

Oregon State Highway Department — Federal Aid Project No. FI-161 (16)

JUDKINS POINT-COOSMAN SECTION

OF THE COASTAL HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 9, 1951

INSIDE BUCLNE (ROADWAY)

Type Code 0010
Roadway (Sta. 184+37 (14) to 194+04 (14))

All Required		Clearing and Grubbing (1%)		$ 120.00
60	cu. yds.	General Excavation, Unclassified	$ 0.55	33.00
30,000	yd. sta.	Short Overhaul	0.015	450.00
300	C-yd. sta.	Long Overhaul	0.50	150.00
All Required		Finishing Roadbed and Other Areas (1%)		40.00
50	lin. ft.	6" Concrete Drain Pipe	0.85	42.50
20	M-gal.	Sprinkling	2.50	50.00
		Subtotal		$ 885.50
		10% Engr. & Cont.		88.55
		Total		$ 974.05
		Length of Roadway	0.165 ~~0.183~~ mile	
		Cost per mile	~~$5,322.67~~	$ 903,33

OUTSIDE CITY

Type Code 0010
Roadway (Sta. 194+04 to 388+12.67 = 45+40.73 to 61+87.23)

All Required		Clearing and Grubbing (90%)		$ 10,800.00
350	sq. yds.	Removal of Pavement	$ 1.00	350.00
1,190	cu. yds.	Structural Excavation, Unclassified	3.50	4,165.00
230	cu. yds.	Trench Excavation, Unclassified	3.00	690.00
673,740	cu. yds.	General Excavation, Unclassified	0.55	370,557.00
1,902,000	yd. sta.	Short Overhaul	0.015	28,530.00
13,600	C-yd. sta.	Long Overhaul	0.50	6,800.00
11,300	cu. yds.	Placing Topsoil	1.00	11,300.00
5,200	yd. mi.	Truck Haul on Topsoil	0.15	780.00

All Required		Finishing Roadbed and Other Areas (90%)		$ 3,600.00
20,000	lin. ft.	Rounding Cutbanks	$ 0.15	3,000.00
1,000	lin. ft.	12" Concrete Pipe	2.50	2,500.00
980	lin. ft.	18" Concrete Pipe	3.50	3,430.00
450	lin. ft.	24" Concrete Pipe	5.00	2,250.00
140	lin. ft.	36" Concrete Pipe	10.00	1,400.00
200	lin. ft.	18" Extra Strength Concrete Pipe	4.00	800.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.50	1,100.00
110	lin. ft.	6" Concrete Drain Pipe	0.85	93.50
520	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	520.00
30	lin. ft.	Extra For Installing Pipe Under Pavement	3.50	105.00
150	cu. yds.	3/8" - 0 Backfill in Drains	4.50	675.00
430	cu. yds.	Class "A" Concrete	55.00	23,650.00
66,600	lbs.	Metal Reinforcement	0.12	7,992.00
1,000	M-gal.	Sprinkling	2.50	2,500.00
			Subtotal	$487,587.50
			10% Engr. & Cont.	48,758.75
			Total	$536,346.25
		Length of Roadway	3.[illegible] miles	
		Cost per mile	~~$137,964.62~~	

XEV VI Sta. T Viaduct

Type Code X221
(Sta. 1[illegible]+51 to 1[illegible]+1[illegible])

110	cu. yds.	Structural Excavation	$ 5.00	$ 550.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	25.00
270	cu. yds.	Class "A" Concrete	62.50	16,875.00
60,000	lbs.	Metal Reinforcement	0.125	7,500.00
			Subtotal	$ 24,950.00
			10% Engr. & Cont.	2,495.00
			Total	$ 27,445.00
		Length	0.01[illegible] mile	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway			
Inside City	$ 974.05	$ 604.00	$ 370.05
Outside City	536,346.25	332,388.00	203,958.25
Bridge	27,445.00	17,008.00	10,437.00
	$564,765.30	$350,000.00	$214,765.30

JUDKINS POINT-COSHEN SECTION

PROJECT NO. FI-161 (16)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 9, 1951

RECEIVED
1951
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 2, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Price Agreement No. 1 on Project FI-161(16) Judkins Point-Goshen covering adjustments to water line systems was received in this office June 8, 1951. Apparently in the course of moving or packing the papers went astray and have only recently been located.

Your letter stated that it was necessary to adjust water pipes which are in the way of construction and that the work was an anticipated item of the contract.

Under "Extra Work Items" page 20 of the special provisions, there is a provision for installing 100' of 3" pipe at station 240+20 and salvaging and replacing 430' of 2" pipe stations 246+25 to 249+10. However, the Price Agreement work appears to go considerably beyond that contemplated in the specifications. Before we can approve the price agreement, we will need more information on the work to be done, particularly as to the responsibility of the contractor or owner. In this connection, we note on page 18 of the special provisions that adjustment of all water lines owned by public utility companies is the responsibility of the owner.

Very truly yours,

C. G. POLK
Acting District Engineer

RECEIVED
FOR FILING
II-161(2)
5174

April 20, 1951

Mr. David Travis
Route 4, Box 368
Eugene, Oregon

Dear Sir:

I am sorry that I have no present plans for a trip in the vicinity of Eugene and, therefore, cannot advise you of any known date to meet with you.

In the matter of your access, I am somewhat familiar with the discussions relative thereto, and I question whether anything could be accomplished by my making an additional investigation. This section of highway is being built with controlled access, and for the benefit of the road user we consider it essential to eliminate all access possible, particularly all commercial access. Should you desire to come to Salem to discuss this, I will be glad to see you, provided an appointment is made in advance.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me
cc Mr. W. C. Williams

Route [illegible] Box [illegible],
Eugene, Oregon,
April [illegible], 1931.

Hon. P. M. Bladock,
State Highway engineer,
Salem, Oregon.

Dear Mr. Bladock:

I have an applicati n pending with The Highway Commission, for an approach on the east side of The Judkins Point- Goshen section of The Pacific Highway. It is just possible that I will meet with the Commission at their next meeting following the one they are now having, to discuss this application.

I was just wondering if it would be possible for you to view the situation relative to this application, in the meantime, so you could report on the engineering feasibilities, and talk with me while here. It may be that you would have other matters to look after in this territory, and could make the trip here. I am at this address thru the week from usualy Monday A. M. till Friday noon, but spend the week end with my family at another address. If I should have advance notice of your visit here I could try to make it a point to be home. The local office here know of this location, I have a phone 7-[illegible] and are usually in evenings, [illegible] usually meetings.

Yours very truly,

David Travis
David Travis.

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

Indexed
Alphabetically
Travis, David

April 10, 1951

Mr. David Travis
Route 4, Box 36B
Eugene, Oregon

Dear Mr. Travis:

Acknowledgement is made of your letter of April 6 with further reference to construction of a road approach on the east side of the Judkins Point Section of US99.

In the second paragraph you mention that you have been in communication with Mr. J. M. Devers, the Highway Commission's Chief Counsel, with regard to the construction of a private approach to this highway, and you state that Mr. Devers had intended to contact you while in Eugene last week.

It is regretted that Mr. Devers could not keep his engagement with you but he has been ill for the past week and is still in the hospital. I am sure that he will follow through on the matter as soon as he is physically able to do so, but there is no possibility of his going to Eugene before the next meeting of the Commission.

In the last paragraph of your letter, you inquire whether or not you could appear before the Commission without advance notice. My answer is that the members of the Commission much prefer to have advance notice of delegations that appear before them. It just so happens that the meeting this week is a very busy one. The Commission is

holding the biggest contract letting in its history, which is going to take up most of the time on the morning of both days. Delegations are scheduled to be heard on the second day and all available time has been assigned. The Commission reserves the first day for discussion of routine matters pertaining to the Highway Department. There is such an accumulation of such business that I doubt very much that the Commission can dispose of it all during regular working hours. I would suggest, therefore, that you postpone your appearance before the Commission to some future meeting.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ds

Route #1 Box [illegible],
Eugene, Oregon,
April [illegible],1951.

Hon. H. B. Glaisyer,
Sect. State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I received your recent letter in which you said in case they desided to do so , you would arrange time for the petitioners , for a road asking for an approach on the East Side of Judkins Point- Goshen branch of 99 S.,to have time to appear before the Commission at their next meeting April 13th. I presented the matter to them at once, that is those particulary interested in trying to get a reconsideration from the Commission on this petition. They took it under advisment, but considering the discouraging tone of your letter, I hardly think they are going to get around to arrange for some one to represent them at this coming meeting. But latter on they may want to get time before the commission at some subsequent meeting. In which event some one would notify you in ample time.

You allso said I could discuss the matter of my application for a private approach on this Highway at this coming meeting, which I will be glad to do at this meeting or some latter meeting. I have had some correspondence realitive to this application with The Hon. J. L. Devers Chief Counsel for the Highway Dept. In his letter to me of March 31,1951 He says "I have some other matters to look after in Eugene and will try ,if possible,to go down there sometime next week. Whether I get down or the following week , I shall contact you while there."

This is near the close of the following week he mentioned, and I have not yet seen him, I called the local engineers office here and they had not seen him , so I conclude he has been delayed in view of this it is quite possible I will not appear at this coming meeting of The Commission, as I would like very much for Mr. Devers to look into the situation first hand before I should appear before the Committy . It is just possible he could be of help at the time this matter is descussed. There is a chance of course he may be here before the next meeting of The Commission. In case he is I wondered if I could appear at the meeting without advance notice?

Yours very truly,

David Travis

David Travis.

ANSWERED
H. B. GLAISYER

March 26, 1951

Mr. David Travis
Route 4, Box 36 B
Eugene, Oregon

Dear Mr. Travis:

I have just received your letter of March 23 with further reference to a public approach road to the Pacific Highway on the Judkins Point-Goshen Section, and note that the signers of the petition that was presented to the State Highway Commission at its last meeting are considering employment of counsel to represent them at a hearing before the State Highway Commission in furtherance of their request.

The action taken by the State Highway Commission at its last meeting whereby this approach road was refused was quite definite and I doubt very much that the personal appearance of someone to represent the petitioners would cause the Commission to change its attitude; however, if the petitioners desire a personal interview with the Commission on this subject, that can be arranged, and I will reserve time for them at the Commission's next meeting if so advised. The matter of granting you a private access to the highway can be discussed at the same time if you are present.

The next regular meeting of the Highway Commission is scheduled to be held in Portland on Thursday and Friday, April 12 and 13. Delegations will be heard by the Commission on the second day, Friday the 13th.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

D

Route [illegible] x 36 B,
Eugene, Oregon,
March 23,1951.

Hon. H. B. Glaisyer,
Sect. Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I have your letter of March 21th in answer to mine of the 20th. Relative to a petion for an approach for a public road on the East side of The Judkins Point -Goshen Highway now being constructed. The petitioners for the approach for this road would like to have the Highway Commission reconsider this petition,they are considering sending counsel to represent them at a hearing to reconsider this matter, should such reconsideration be granted.

If the Commission has a setting yet this month,could not this matter be presented at that time to them , and should they act favorable on the request to reconsider, Could not the hearing be had in April if they do have a meeting then ?

You know besides this road approch, with which I am interested with others, I have a long standing application for a personal approach, which application I could wave in case this application for this road approach was granted, otherwise it would be very necessary for me to have this private approach,as it would be the only methoud for an outlet on our property as I am now crossing others land on a verbal understanding , only to such time as this Highway is constructed. Possibly my Private application could be considered at the April Meeting too, In which event I would like to be notified in ample time so I could attend the hearing in person. Thanking you, I am ,

Yours very truly,

David Travis

David Travis.

ANSWERED
4 B LAISYER

RECEIVED
MAR 26 1951
OREGON
STATE HIGHWAY COMMISSION

IVED
OR FILING

March 21, 1951

Mr. David Travis
Route 4, Box 36 B
Eugene, Oregon

Dear Mr. Travis:

This will acknowledge receipt of your letter of March 20 stating that you wish to be present if and when the State Highway Commission again discusses the matter of constructing an approach on the east side of the proposed highway between Judkins Point and Goshen.

If this matter comes before the Commission again for a hearing, I shall endeavor to let you know so that you may be present.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ehr

Route # 4 Box 36 B,
Eugene, Oregon,
March 20,1951.

Hon H. B. Glaisyer,
Sect. Highway Commission,
Salem , Oregon.

Dear Mr. Glaisyer:

I have your letter of the 15th. In which you notified me that the Highway commission had acted unfavorable on a petition for an approach for a public road, signed by a number of residents , and for the most part business people in the area effected by this petition, which is The Glenwood locality, tho they largely get their mail on Rout out of Eugene.

The granting of an approach for this road would have eliminated the necessity for me having a private approach on thei New Judkins Point Goshen Highway (now starting to be constructed) But without this road, I will have no leagal way to get to this property save an approach on this New Highway, as I only have a verbal arrangment with the owners of this land to use this priviate road untill such time as till the new Highway is built, as they do not want this road thru their land except it have an approach on the new highway.

I feel that the petitioners for the approach for this road would have liked to have been represented at the hearing as some other things had developed that were favorable to this road besides what was mentioned in the petition.I want to be present when ever there is a hearing on my application for an approach, and would appreciate being notified in ample time, thanking you.

Yours very truly,

David Travis

David Travis.

ANSWERED
H B. GLAISYER

RECEIVED
MAR 21 1951
OREGON
STATE HIGHWAY COMMISSION

VED
FILING

February 22, 1951

Oregon State Highway Commission

Gentlemen:

On February 19 Mr. Glaisyer furnished to you a copy of a petition submitted by David Travis of Eugene, which petition carried 84 signatures, recommending the designation of a public road connecting the old Pacific Highway from a point south of Springfield to the new Judkins Point-Goshen section, for which we are calling for bids at this meeting.

This man Travis purchased some land adjacent to the right of way of the Judkins Point-Goshen section after rights of way had been acquired for the new highway. He has, by various methods, been attempting to gain entrance to the new highway for a trailer camp which he has established. The matter of his access is not yet determined, as, when the right of way was purchased, access rights were not acquired, but the Right of Way Department is now negotiating for complete restriction of access to this trailer court.

The petition that Mr. Travis has submitted is merely another scheme to secure an access to the new highway, which would not only serve his trailer camp, but, in addition, would permit large-scale development along this proposed road, which would, if designated, give direct access without restriction to the new highway.

It is my recommendation that the request be emphatically denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. W. C. Williams

WCW:er

...FILING

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

February 19, 1951

Mr. David Travis
Route 4, Box 36 B
Eugene, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Travis:

This is to acknowledge your letter of February 16, 1951 transmitting a petition signed by numerous residents of Eugene in which the State Highway Commission is requested to grant a public road approach on the east side of the proposed highway between Judkins Point and Goshen.

I am referring the petition to the State Highway Engineer for recommendation to the State Highway Commission. When the Commission has acted on it you will be informed.

Respectfully yours,

H. B. Glaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG.fm

cc - Members of the Highway Commission
R. H. Baldock
W. C. Williams

Williams:
Let me see
this when
you're

Route #4 Box 36 B,
Eugene, Oregon,
Feb. 16,1951

...n. H. B. Claisyer,
Sect. Highway Commission,
Salem, Oregon

Dear Mr. Claisyer:

I am enclosing you a petition for the Oregon State Highway Commission, this petition will be self-explainatory. As you are aware of, I am endevoring to get an approach on the Judkins- Point Goshen proposed Highway. The granting of this petition would eliminate the necessity for me having a private approach.

There is quite an urge in this locality for the granting of this petition. This road that would be established by a favorable action on this petition, could in time prove an extreamly important and necessary road; in fact it could become an important link in the great Highway system of this state.

I understand that there is some agitation for a throu Hiway East of the Willamette River bordering the higher part of The Willamette Valley. In case such a Highway should be constructed this point may prove the best and by far the most economical place to link this Highway with the present system as now built or preposed to be built shortly. As stated in this petition the starting point of this road is an ideal place to land the west approach of a bridge across the Willamette River, and this perticular spot would be the most logical location for such a bridge. As it is above danger of high water, would have high banks on both sides, where the low lands of the river are much narrower, than for long distance above this point, making for economical and efficent construction.

The land taken up by this proposed road, can now be had gratus, all possible land owners effected by this road as now laid out, or any changes that could well be made in it, have signed on the first page of this petition binding themselves to comply with the conditions relative to donating the land free of cost to any one. The parties donating the most of the land for this road, in the event that this request is not granted, want this petition back, and so instructed me to make request to this end, but I feel sure that they are willing to give ample time for it's consiteration from every angle.

While they are now willing to comply in every way with the conditions set forth in this petition, it seems they may eventualy have other plans in handeling their property if this is not favorable considered. As they made it very plain to the writter that they did not want this road thru their land on any other condition but having this approach on the Highway. They seem to fear if the Commission retains the petition that after the laps of a few years they might grant it, then force them to comply with these conditions, after they had made other plans, to change which then might prove very inconvenient and expensive. They are for the present allowing us to use this road, on a verbal agreement to such time as this highway is constructed, they have always made that very plain to me. It is just recently that they have consented to the road on the conditions of this petition, and they want it destinctly understood that they do not want it under any other conditions.

The rightaway for this road can now be had at no cost to any one, but in a few years, should they have laid their property out on another plan, it might prove very expensive to get it as well as lots of trouble. Personly I will be quite well satificed eather with this road or a private approach, the justice for which I have set forth to a limited extent in a former letter. Thanking your Body for giving this consideration, I am,

Yours very truly,

/s/ David Travis
David Travis.

PETITION FOR ROAD APPROACH

To the Oregon State Highway Commission,
Salem, Oregon.

We, the undersigned residents and business people of the section effected, do humbly pray your Honorable Body that you grant an approach on east side of the Judkins Point-Goshen Survey of this proposed Highway South of Eugene, for a public road starting at a point just South of the overhead on the present Highway #99 South, approximately 3/4 mile South of the Springfield Y, running in a Northwesterly direction to a point on the above survey where it joins said survey on grade, following the course of a private road already constructed.

The owners of the property this road traverses, do hereby agree to donate the land gratus for this road, and to dedicate it to the public, a width of at least 50 feet and approximately 1/4 mile of a mile in length. In the event of the granting of this approach, the owners of said land further agree to grant gratus enough land to meet the requirements for a County Road, if the County elects to take it over as such.

This road is on high ground and has never been affected by floods of the Willamette River, is a very necessary and convenient road, being the first opportunity south out of the flood area to get on the proposed Highway. Should there be a bridge constructed across the Willamette River above high water to accommodate the cities of Springfield and Eugene, this point of starting this road would be the most logical place for the west approach of said bridge.

The owners of the land affected by this road are the first to sign this petition, thereby signifying their willingness to comply with the conditions herein set forth.

(84 signatures)

RECEIVED
APR 1 [illegible] 1951
FOR FILING

FI-161
(16)
3474

April 10, 1951

Mr. C. G. Wolk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 6, Oregon

Dear Sir:

This is to advise you that work was started on April 9, 1951 on Contract No. 3474, Judkins Point-Goshen Section, in connection with Federal Aid Project No. FI-161 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. C. Williams
Assistant State Highway Engineer

DMF:cw

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
State Highway Engineer
J. M. DEVERS
Chief Counsel
M. H. HAWKE
Auditor
H. B. GLAISYER
Secretary

April 10, 1951

71- 161 (16)
3474

NOTED
W. C. WILLIAMS

McDutt Bros.
351½ East Broadway
Eugene, Oregon

Gentlemen:

Reference is made to your letter of April 9th, transmitting one copy of subcontract agreement between McDutt Bros. and Lockyear & White, covering items 3, 22, and 23, on the Judkins Point Contract No. 3474, Ore. FI 161 (16).

This is to advise that this subcontract has been approved by this office. May we request, however, that two additional copies be made, and furnished to the Resident Engineer, and the Division Engineer.

Very truly yours,

W. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams ✓
C. G. Polk (2)
K. D. Lytle
E. E. Umphlette

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FOR FILING
FORM E-20 25M 11-50 44701

71.1.(.)

347.1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1951

SUBJECT:

To: Mr. W. C. Williams
First Ass't Highway Engineer

OFFICE

L

Dear Mr. Williams:

When some of the early acquisitions were made for the Judkins Point-Pacific section of the highway in Lane County, no access restriction was taken. Recently we attempted to take access deeds from these owners, but were unsuccessful, and there are still several parcels particularly towards the northerly end of the project on which we do not have access control.

I have discussed this matter with Mr. Enfield to find if we have any statutory right to deny access and to determine what can be done to protect the State's interests. Mr. Enfield's opinion on the matter is that we do not have sufficient legal authority to deny the access and that the best that can be done with regard to access control would be to immediately fence the section in question. This fencing would not necessarily give us control. However, it would establish a physical barrier between the highway and the abutting property, which might give us some protection.

We are still attempting to acquire control on the parcels in question and it is quite possible that we will not be successful in all cases.

I called this matter to your attention so that you may be informed and also to suggest that fences be built on the questionable properties.

Very truly yours,

J. H. DEVERS

By Forrest Cooper

FORREST COOPER
Right of way Engineer

FC:mb

cc: Mr. C. W. Enfield
Assistant Counsel

RECEIVED
FOR FILING

41-11-61
3474

April 6, 1951

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3474, which was awarded to you on March 12, 1951 by the State Highway Commission, covering grading on the Judkins Point-Goshen Section of the Pacific Highway in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl.

FOR FILING

March 15, 1951

Mr. David Travis
Route 4, Box 36B
Eugene, Oregon

Dear Mr. Travis:

Some time ago you forwarded to me a petition signed by numerous residents of Eugene and vicinity, in which petition the Highway Commission is requested to grant a public road approach on the east side of the proposed highway between Judkins Point and Goshen. I referred the petition to the State Highway Engineer for recommendation, and his report on the subject was rendered to the Commission at its last meeting.

After careful consideration of all of the facts involved, the Commission decided it would be contrary to the best public interest to grant your request. The Commission's action is in conformity with its established policy with respect to the granting of rights of access to highways wherein such access rights are being acquired along with the right of way. I was instructed to inform you accordingly.

Respectfully yours,

HBG/fm

Secretary
OREGON STATE HIGHWAY COMMISSION

AGENDA
FEB 26 1951
5-j

E-133X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

February 22, 1951

Oregon State Highway Commission

Gentlemen:

On February 19 Mr. Glaisyer furnished to you a copy of a petition submitted by David Travis of Eugene, which petition carried 54 signatures, recommending the designation of a public road connecting the old Pacific Highway from a point south of Springfield to the new Jenkins Point-Coshen section, for which we are calling for bids at this meeting.

This man Travis purchased some land adjacent to the right of way of the Jenkins Point-Coshen section after rights of way had been acquired for the new highway. He has, by various methods, been attempting to gain entrance to the new highway for a trailer camp which he has established. The matter of his access is not yet determined, as, when the right of way was purchased, access rights were not acquired, but the Right of Way Department is now negotiating for complete restriction of access to this trailer court.

The petition that Mr. Travis has submitted is merely another scheme to secure an access to the new highway, which would not only serve his trailer camp, but, in addition, would permit large-scale development along this proposed road, which would, if designated, give direct access without restriction to the new highway.

It is my recommendation that the request be emphatically denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

MAP

M

February 19, 1951

Mr. David Travis
Route 4, Box 36 B
Eugene, Oregon

Dear Mr. Travis:

This is to acknowledge your letter of February 16, 1951 transmitting a petition signed by numerous residents of Eugene in which the State Highway Commission is requested to grant a public road approach on the east side of the proposed highway between Judkins Point and Goshen.

I am referring the petition to the State Highway Engineer for recommendation to the State Highway Commission. When the Commission has acted on it you will be informed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - Members of the Highway Commission
R. H. Baldock
W. C. Williams

Route #4 Box 36 B,
Eugene, Oregon,
Feb. 16,1951.

AGENDA
FEB 2 6 1951
5-1

Hon. H. B. Glaisyer;
Sect. Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I am enclosing you a petition for the Oregon State Highway Commission, this petition will be self-explainatory.As you are aware of, I am endevoring to get an approach on the Judkins- Point Goshen proposed Highway. The granting of this petition would eliminate the necessity for me having a private approach.

There is quite an urge in this locality for the granting of this petition. This road that would be established by a favorable action on this petition, could in time prove an extreamly important and necessary road;in fact it could become an important link in the great Highway system of this state.

I understand that there is some agitation for a throu Hiway East of the Willamette River bord ring the higher past of The Willamette Valley. In case such a Highway should be constructed this point may prove the best and by far the most economical place to lin this Highway with the present system as now built or preposed to be built shortly. As stated in this petition the starting point of this road is an ideal place to land the west approach of a bridge across the Willamette River, and this perticular spot would be the most logical location for such a bridge. As it is above danger of high water, would have high banks on both sides , where the low lands of the river are much narrower, than for long distance above this point, making for economical and afficent construction.

The land taken up by this proposed road, can now be had gratus , all possible land owners effected by this road as now laid out, or any changes that could well be made in it, have signed on the first page of this petition binding themselves to comply with the conditions relaive to donating the land free of cost to any one. The parties donating the most of the land for this road ,in the event that this request is not granted, want this petition back, and so instructed me to make request to this end, but I feel sure that they are willing to give ample time for it's consiteration from every angle.

While they are now willing to comply in every way with the conditions set forth in this petit n , it seems they may eventualy have other plans in handeling their property if this is not favorable considered. As they made it very plain to the writter that they did not want this road thru their land on any other condition ~~tha~~ but having this approach on the Highway . They seem to fear if the Commission retains the petition that after the laps of a few year they might grant it , then force them to comply with these conditions, after they had made other plans, to change which then might prove very inconvenient and expensive. They are for the present allowing us to use this road on a verbal agreement to such time as this highway is constructed, they have always made that very plain to me. It is just recently that they ha consented to the road on the conditions of this petition, and they want it destinctly understood that they do not want it under any other conditions.

The rightaway for this road can now be had at no cost to any one, but in a few years, should they have laid their property out on another plan, it might prove very expensive to get it as well as lots of trouble. Personly I will be quite well satificed eather with this road or a private approach, the justice for which I have set forth to a limited extent in a former letter. Thanking your Body for giving this consideration, I am,

Yours very truly,

David Travis

David Travis.

ACKNOWLEDGED
H. B. GLAISYER

PETITION FOR ROAD APPROACH

To the Oregon State Highway Commission,
Salem, Oregon.

We, the undersigned residents and business people of the section affected, do humbly pray your Honorable Body that you grant an approach on east side of the Judkins Point-Goshen Survey of this proposed Highway South of Eugene, for a public road starting at a point just South of the overhead on the present Highway #99 South, approximately 3/4 mile South of the Springfield Y, running in a Northwesterly direction to a point on the above survey where it joins said survey on grade, following the course of a private road already constructed.

The owners of the property this road traverses, do hereby agree to donate the land gratus for this road, and to dedicate it to the public, a width of at least 50 feet and approximately 1/4 mile of a mile in length. In the event of the granting of this approach, the owners of said land further agree to grant gratus enough land to meet the requirements for a County Road, if the County elects to take it over as such.

This road is on high ground and has never been affected by floods of the Willamette River, is a very necessary and convenient road, being the first opportunity south out of the flood area to get on the proposed Highway. Should there be a bridge constructed across the Willamette River above high water to accommodate the cities of Springfield and Eugene, this point of starting this road would be the most logical place for the west approach of said bridge.

The owners of the land affected by this road are the first to sign this petition, thereby signifying their willingness to comply with the conditions herein set forth.

(84 signatures)

E. S. Johnson	309 W. 22nd, Eugene
Mrs. E. S. Johnson	" " "
John E. Parrott	Rt. 4 Box 37, Eugene
F. M. Parrott	" " "
Gordon S. Travis	Rt. 4 Box 36B, Eugene
Mrs. Gordon Travis	" " "
David Travis	Rt. 4, Box 36 B, Eugene
Wm. T. McBride	McBride Camp Ground, 5120 99 So.
Thos. C. Wildish	4901 Pacific Highway South. Gravel Plant.
Billie E. Foulk	4910 Hiwy. 99 So. Eugene
W. V. Briggs	4850 " " "
Ben Vimont	4825 S. 99, Eugene Glenwood
R. W. Bass	4750 S. 99, Eugene Auto Court
LeRoy Hildebrand	4750 So. 99, Hi
Ruby E. Paris	4750 Hi. 99. So. Roller Rink Grocery
E. A. Woodland & Sons, Cement Contractor	4900 Pacific Hiway So.
Mrs. Irving D. Smith	4795 - 99 So., Eugene
I. D. Smith, Tractor Coach Sales	4795 - 99 So., Eugene
J. D. Barker	4600 So - 99, Eugene
Clara R. Holley - Glenwood Hotel	4550 - 99 So. Eugene
Warren R. Bursell	Glenwood Auto Wreckers
Wayne A. Nelms	Twin Totem Trailer Park 4660 So. 99
Dell C. Marchant	4729 So. 99, Eugene
Rex Fender	4733 So. 99, Eugene
C. ?	4785 Hy 99 S, Eugene
C. A. Belles	Geier Cafe, 4978 S. 99
Mrs. E. Burkett "Burkett Trailer Sales"	4446 Hwy. 99 So., Eugene
David I. Hancock	4453 Hy. 99 So.
Paul A. Jackson's	Bleth's Cafe, 4414 Hiway 99 Eugene
Ed. W. Reed	4404 Pacific Hwy. So. Associated Ser. Sta.
Mrs. Tom R. McCowen (Gas Heat Inc.)	4401 Hwy. 99 So., Eugene
Wm. Klatto	4451 " " "
W. A. Craft	4251 Hwy. 99 So. Eugene
J. E. Klipfel, Jake's Barber Shop	4219 - 99 - So., Eugene
Deon D. Stopleton, Deon Donut Bar	4217 - 99 So. Eugene
Charles F. Smith	4197 - 00 South, Eugene, Service Station
Walter Steen	4215 - S. 99 Eugene Glenwood Market
A. J. Moore, Mgr.	Mt. States Power Co., Springfield
H. A. Steele, Willamette Park	5200 S. Hwy. 99, Eugene
Wyley Chamberlain	Rout 4 Box 39 Eugene
John F. Toohey	Rout 4 Box 38 Eugene
Mrs. John F. Toohey	" " "
Marion W. Savage	R 4, Box 40 A, Eugene
William C. Land	Coast Cable Co., West Springfield
A. J. Vogel	4412 So. 99, Eugene
E. F. Van Wagner, Comfort Upholstry	4416 Highway 99 So. Eugene
M. C. Kirkland, Kirkland Florist	4340 99 south, Eugene
F. Montgomery	4250 - 99 so. Eugene - Gold Star Cottages
J. C. Watson, Day Nite Cleaners	4150 Hi. 99 So., Eugene
J. G. Waite (Plumbing & Pumps)	4102 Pac. Hwy. So., Eugene
C. N. Hammer	3906 Hy. 99 So., Eugene
James C. Gee (Jim's Midway Market)	3815 Hy. 99 So., Eugene
H. C. Gibson, Midway Motors	3818 Hy. 99 so., Eugene
J. L. Fuller	R 4, Box 390, Eugene
Gregg's Drive In, McHeppley	4325 S. H. 99
Gregg's Drive In, D. F. Erdman	" " "
J. W. Schick	4215 - 99 Hw. So., Eugene
F. P. Lowly Gift Shop	1530 S. Miss.

B. K. Wheeler, Green & White Lunch	3991 S. 99, Eugene
L. C. Nicholl, Service Station	3945 - 99 - South Eugene
Bernard J. Rohleder, Jim Braunen Tire Co.	3855 Hw. 99 So. Eugene
W. E. James, James Auto Court	3815 So. 99, Eugene
Melvin Stadig	1650 High St.
Charles Strilzuk	1890 Grant St., Mgr. & partner of Clingman's
J. H. Bosse	3675 So. 99, Automatic Heat Co.
Tomich J. Sears	3627 Pac. Hwy. Eugene
C. G, Millward, American News Co.	3619 Hiway 99 So.
William F. Craig, Willamette Weed Chemical & Fertilizer Co.,	3621 Hiway 99 So.
D. W. P. Bergsma, Radio Sales & Service	4711 Hiway 99 So.
Jessie Bergsma	" " "
John B. Armstrong	4611 99 South
S. W. Adsen	4206 Hwy, 99 So.
Cherry Grove Motel	4050 - 99 So.
Welders & Auto Wreckers, Vern Smith	3982 Pac. High. 99 So.
Lane Co. Mattress Co., Harry Lugwell	3804 Pac. Hy. So.
Glenn W. Peil, Rug Cleaner	3760 Hy. So.
Mrs. N. H. Towne, Glenwood Auction	3720 99 South
Glenn C. Keech, Service Sta. & Garage	3710 Hy. 99 South
Tony Overgard Co.	3690 Hwy. 99 South
Russell's Materials, O. W. Russell	
Kliney's Auto Service, I.W.Klinefelter	4057 E. 19, Eugene

PETITION FOR ROAD APPROACH

To the Oregon State Highway Commission,
Salem, Oregon.

We, the undersigned residents and business people of the section affected, do humbly pray your Honorable Body that you grant an approach on east side of the Judkins Point-Goshen Survey of this proposed Highway South of Eugene, for a public road starting at a point just South of the overhead on the present Highway #99 South, approximately 3/4 mile South of the Springfield Y, running in a Northwesterly direction to a point on the above survey where it joins said survey on grade, following the course of a private road already constructed.

The owners of the property this road traverses, do hereby agree to donate the land gratus for this road, and to dedicate it to the public, a width of at least 50 feet and approximately 1/4 mile of a mile in length. In the event of the granting of this approach, the owners of said land further agree to grant gratus enough land to meet the requirements for a County Road, if the County elects to take it over as such.

This road is on high ground and has never been affected by floods of the Willamette River, is a very necessary and convenient road, being the first opportunity south out of the flood area to get on the proposed Highway. Should there be a bridge constructed across the Willamette River above high water to accommodate the cities of Springfield and Eugene, this point of starting this road would be the most logical place for the west approach of said bridge.

The owners of the land affected by this road are the first to sign this petition, thereby signifying their willingness to comply with the conditions herein set forth.

Name	ADDRESS
E L Johnson	302 W 22nd Eugene
Mabel V Johnson	302 W 22nd Eugene
Chas E Sanders	RT 4 Box 37 Eugene
[illegible] Pettratt	RT 4 Box 31 Eugene
[illegible]	RT 4 Box [illegible] Eugene
[illegible]	[illegible]
[illegible]	RT 4 Box 363 Eugene

Name	Address
Clifton T. McBride	Coast Grant [illegible]
Roy Swisher	4901 Pacific Highway South.
Lucie E. Fouch	4 [illegible] Hwy 99 So Eugene
W. T. Boggs	4850 " " " "
Ivan Vallard	4811 S. 11 [illegible]
L. W. Cox	4751 S. 99 Eugene Route 8
Leroy Hildebrand Riddell's Store	4750 - So - 99 Hwy.
Ruby E. Paris	4750 Hwy 99 Roller Rink
E. A. Woodland & Sons Cement contractor	4900 Pacific Hiway So.
[illegible]	[illegible] Eugene Ore.
[illegible]	[illegible] Eugene Ore.
J. E. Carter.	4600 - So - 99. Eugene. Oregon
[illegible]	[illegible] - 99 So. Eugene Ore.
[illegible]	Home Auto Court
[illegible]	[illegible] Hwy 99
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	Town Cafe 4978 S 99
[illegible]	4446 Hwy 99 So Eugene Ore
David Hancock	4453 Hy 99 So
[illegible]	[illegible]
[illegible]	4414 Hwy 99S Eugene
[illegible]	[illegible]
[illegible] (Gas rest-me)	[illegible]
Jas. R. McCown	4401 Hwy 99 So. Eugene
[illegible]	4451 " " " "
[illegible]	4295 Hy 99 So Eugene Ore
[illegible]	4219 - 99 - S. Eugene
[illegible]	4217 - 99 - S Eugene
Mark T. Smith	4171 - 99 South Eugene Service Station
[illegible]	4215 - S. 99 Eugene Glenwood Motel
Eugene, Oregon	Std Oil Co. Dealer
W. A. Fleck. William H. Park.	5200 S Hwy 11 [illegible]

Page 3 .Petition to State Highway Commission for Road Approach

Name	Address
Wyley Chamberlain	Rout 4 Box 39 Eugene Ore
John F. Tooley	Rout 4 Box 38 Eugene Ore
Mrs. John F. Tooley	Rt. 4 Box 38, Eugene, Ore
Jakob W. Savage	Rt. 4. Box 40A Eugene Ore.
William C Land	cant Cable to - Use of spring fed
(Bob Dyer)	441 [illegible]
F. J. Wagner (Comfort Upholstery)	4416 Highway 99 Eugene, Ore
Lee C. Kirkland (Kirkland Floral)	4340 99 South Eugene
(Emil Antonsen)	4252 99 S. Eugene Gold Star cottage
(W. Bartholomew)	4102 [illegible] 99 S. Eugene
J. J. Wade (Hembree & Hunsaker)	4102 Pac Hwy So Eugene
C. R. Hammer	3906 Hy. 99 So. Eugene
James C. Lee (Lee Motor Co.)	3815 Hy 99 So Eugene
(Ernest Ellis)	
J. T. Fuller	R 4 - Box 39 C Eugene Ore
Gregg " "	D. J.
H. W. Schick	D. J. Erdmann
A. B. Schick	4215 - 99 Hwy So Eugene
Peabody Shipyard	4215 99 Hwy So Eugene
O. B. K. Wheeler Farm & White Funeral	1530 S. Pac Hwy
L. L. Mitchell Service Station	3991 S 99 Eugene Ore
Bernard Stoffleder from Commercial Corner	3945 - 99 - South Eugene
Mrs. Frisbee James Auto Court	3855 Pac Hwy. - Eugene Oregon
Melvin Stadig	3815 So 99 Eugene
Charles Stulzyk	1650 High St.
J. W. Bosse	1890 Grant St. Mgr apartments & Chg.
Yonick & Sears	3675 So. 99 - Willamette Park B.
	3627 Pac. Hwy. Eugene Ore

(31)

C. G. Millward	American Nurs Co.	3619 Hiway 99 So
William Craig	Willamette Weed Chemical & Fertilizer Co	3021 " " "
L. W. Bergsma	Radiator & Service	4711 " " "
Jesse Bergsma		4711 Hiway 99 So
John P. Armstrong		4611 99 South
L. W. Carden		4206 Hwy 99 So
Cherry Grove Motel		4050 - 99 So
Wilson & Auto Workers		
Vern Smith		3982 Pac Hwy 99 So
Lane & Matthews & Harry Lingwell		3804 - Pac. Hy - So
Glenn H. Peil	Rug Cleaner	3760 Hy - So
Tilo H. H. Towne	Elmwood Auction	3720 99 South
Glenn C. Kerch	Service Station & Garage	3710 Hy 99 South
TONY OVERGARD CO.		3690 " "
Russell's Waterails By O. W. Russell		
Klinefelter Auto Service	O. W. Klinefelter	4057 E 19 Eugene, Ore.

RECEIVED
FEB 7 1951
FOR FILING

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

David Travis

OFFICE

Dear Sir:

Reference is made to Record of Assignment No. 2387 WCW pertaining to access to the David Travis property on the Judkins Point-Goshen Section.

Mr. Martin went over this area with the Right of Way Agent and their findings were reported to the Right of Way Department.

Mr. Porter, under date of January 30, advised that they would make every effort to completely restrict access through this property.

Very truly yours,

NOTED
W. C. WILLIAMS

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es

RECEIVED
FOR FILING

December 21, 1950

Mr. David Travis
Route 4, Box 36 B
Eugene, Oregon

Dear Mr. Travis:

This acknowledges your letter of December 13 concerning an approach to your property on the proposed Judkins Point-Goshen Highway survey. I am referring it to Mr. W. C. Williams, Assistant State Highway Engineer, who I believe had some investigations made as a result of your previous request a year ago. No doubt you will hear from Mr. Williams shortly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO/fm

cc - W. C. Williams

Mr. Williams: I attach Mr. Travis' letter and the complete file on the subject referred to. Will you write him? If you prefer that I do so I will be glad to if you will tell me what to say.

HBO

Route #4 Box 3[illegible] B,
Eugene, Oregon,
Dec. 13, 1950.

Hon. H. B. Clayiser,
Sec. State Highway Commission,
Salem, Oregon.

Dear Mr. Clayiser:

About this time last year I had some corrospondence with you relative to an approach I would like to get on The preposed Judkins Point-Goshen Highway survey. In your first letter to me under date of Dec.9,1949 You thought the proper thing for me to do was to advise your office more in detail.

This I did going into the details to considerable length. In this connection I was asking for the privilige of meeting with The Board of Commissioners at some of theire meetings. You informed me that this could not be done untill the engineers had investigated , and made a report.

I did not receive an answer to the last letter I wrote your office. I dont know just what you do have on file relative to my application, but I figure that there has been ample time for the engineers to investigate and make a report. So thought I would write to you and see how things stood relative to this matter. In my letter of details I suggested two propositions that would suite me, one was to get a priviate approach from our property at the point where it hits this survey at grade. The other was If the Commission would rather grant an approach for a road at the South line of our property. There seems to be quite an urge for a road at this point, this I explained quite fully in a former letter.

There was a Hiway man up here last summer in company with Mr. Judkins adjusting approaches for Mr. Judkins, I was interduced to him by Mr. Judkins (but dont recolect his name) he said he would be back and see me in two weeks at the fartherst, but I have not yet seen him. I would like very much to get it adjusted about an approachas soon as convenient to the commission. I will be pleased to meet with them at some of their meetings, where I could go into this fully ,but as you suggested, we should have the engineers report, I can see the reason for that. I will be pleased to answer any questions and go into any phase of this fully.

Yours very truly,

David Travis
David Travis

ACKNOWLEDGED
H. B. CLAYSYER

RECEIVED
JAN 17 1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 9, 1950

SUBJECT: Our File 10877
Davis Travis
Judkins Point-Goshen Section
Pacific Highway
Lane County
Your assignment 1626

1626

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

Dear Mr. Williams:

I am returning herewith your file covering the David Travis access matter on the Judkins Point-Goshen Section of the Pacific Highway in Lane County.

As a result of our conference on this matter I am holding this and other right of way and access matters on this section in abeyance pending final determination of the method of procedure to be used.

I will do nothing further in this connection until I receive further imformation from you.

Very truly yours,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

NOTED
W. C. WILLIAMS

FC:MA

Encl.

RECEIVED
ENGINEER

FORM E-90 25M 8-48 22204

RECEIVED
JAN 15 1948
LEGAL DEPT.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dixon, Oregon
Jan. 14, 1948

SUBJECT: David Travis Property
Judkins Point - Goshen

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning herewith a print showing the David Travis property near McKeigh Point Over-Crossing just south of Glenwood, Oregon as requested in your letter of December 26, 1947.

Attached hereto is a letter from Mr. P. L. Hall, Resident Engineer in Eugene in which he sets forth in detail his dealings with Mr. Travis concerning access to the proposed highway from Judkins Point to Goshen.

I have discussed this problem with Mr. B. A. Martin who was the locating engineer for this section of the Pacific Highway. He informed me that in the fall of 1945 or the early months of 1946, while still working on this project, that Mr. Travis and his son contacted him (Mr. Martin) regarding the question of access from the property in question to the proposed relocated Pacific Highway.

Mr. Martin at this time told Mr. Travis and his son that no provision had been made for access from the property in question to the Pacific Highway and that he did not believe that access at this point would be allowed. This discussion between Mr. Martin and Mr. Travis took place, to the best of Mr. Martins knowledge, prior to the purchase of this property by Mr. Travis.

From reading Mr. Travis' letter to Mr. H. A. Glaisyer it would appear that the main point of disagreement between his statement of the facts and the statements made by the representatives of the State Highway Department is the fact that he Mr. Travis maintains that he was not informed that he would not have access to the new highway, while both highway engineers say that he was so informed.

Attached is a copy of the description and copy of part of the case Travis vs Stewart, No. 4407, Linn County, Oregon.

Very truly yours,

W. D. Morgan
W. D. Morgan
Locating Engineer

cc Mr. B. A. Martin
Mr. P. L. Hall

FORM E-20 25M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

Date

SUBJECT: Travis Property
Miller Point-Jordan

To:

COPY OF CASE

re: Travis vs Pierce
No. [illegible], Lake County, Oregon.

"In this case the plaintiff asks that the defendant be enjoined from [illegible] public access or right of way over the [illegible] property sold to the plaintiffs; that the defendant be [illegible] and gravel pits placed thereon, or in lieu thereof [illegible] defendants pay plaintiffs [illegible] in excess alleged damages. "[illegible]

[illegible]

"A careful consideration of the testimony, exhibits, [illegible] convinces me that the decree should be [illegible] I think it is clear that the contract receipt was intended merely as a preliminary agreement and was clearly intended to be [illegible] the final contract and deed." etc.

"[illegible] plaintiff will [illegible] provided for in [illegible] defendant will [illegible] costs"

Form E-47—5M—12-46

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

STATEMENT OF INFORMATION

R/W File No. .....

Statement of information regarding property from which a parcel is to be acquired by ☐ purchase

☐ lease for use as .....
(Purpose for which property will be used)

Highway Pacific	Date Jan. 3, 1950
Section Judkins Point	Subdivision
County Lane	Section Twp. Range
City	Lot Block
Addition	Near Mile Point

Present Owner David Travis Address

Grantor (Previous Owner) Elmer Stewart

Deed Dated June 26, 1946 Deed Recorded July 1., 1946 Book 325 Page 507

Assessed Valuation: Land $ Improvements $

Taxes are delinquent for years 19 Taxes paid last 19

Remarks:

The above data obtained from Lane County Records by W. D.

Description of Property Described in Said Record

W. D.

Beginning at a point on the west line of that tract of land conveyed to Elmer and Mable Stewart - - Book 203 Page 461 - - - at the intersection of said west line with the easterly line of the right of way of the proposed highway - (Clerks filing # 122655) said point being 2471.5 feet north and 824.1 feet west of the corners of Sec. 2, 3, 10 and 11 in Tp. 18 S R 3 W WM - - - - ; thence on a curve to the right of 1542.5 foot radius a distance of 274.8 feet (the long chord of which curve bears south 22° 29' east 274.2 feet): thence on a spiral curve to the right a distance of 107.4 feet (the long chord of which bears south 14° 14' east a distance of 106.9 feet): thence south 47° 57' east 153.9 feet: thence north 42° 03' east 221.0 feet: thence north 6° 21' west 514.0 feet to the westerly line of the Southern Pacific Railroad right of way: thence following the westerly line of said railroad right of way, bearing northwesterly a distance of 857 feet more or less to a point north of the point of beginning: thence south 744 feet to the place of beginning. Containing 7.46 acres of land.

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
December 30, 1949

SUBJECT: TRAVIS PROPERTY,
JUDKINS POINT - GOSHEN

To: Mr. F. D. Morgan
Locating Engineer
Eugene, Oregon

Dear Sir:

In reply to your request for a report from this office on the Travis property opposite Station 265 on the Judkins Point - Goshen Section of the Pacific Highway, I can give you the following information.

In August, 1943, Mr. Travis' son came to my office and asked some questions about the plans for construction of the new highway. In talking to him I learned for the first time that his father had acquired the property in question and that they were planning to build an auto court or trailer court. I told him in no uncertain terms that this highway was to be restricted access and that no access was planned where his father had purchased his property.

Right of Way had been purchased by the State adjacent to this parcel prior to acquisition by Mr. Travis, but right of access had not been waived at the time the right of way was acquired. I told his son that Mr. Landon from the right of way department would soon be working on the acquisition of right of way for the project and I would bring their problem to his attention.

I told Mr. Landon about this problem at my first opportunity and located the property on his map. Mr. Landon thought that Travis should have his access from the old highway through the property of the grantor of the parcel to Mr. Travis.

About four to six weeks after my talk with Travis' son, Mr. Landon and I were able to find Mr. Travis on his property. Travis had drilled a well and had the foundation in for his bath house. Mr. Landon told him tha t we would not permit access to the new highway and that he would have to continue to use his present road as access to the old highway. Mr. Travis told us that he was in difficulty over right of way for this road and that

he was bringing suit against the previous owner to establish this right of way. Mr. Landon made him an offer for waiver of access to the new highway which Travis refused.

I asked Travis why he had gone ahead with his plans after I had told his son that access would not be permitted. Travis said that he had never been told that he would not have access.

Very truly yours,

Frank L Hall

Frank L. Hall
Resident Engineer.

cc: K. D. Lytle

RECEIVED
FOR FILING

Salem, Oregon
December 20, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. F. D. Morgan, Locating Engineer
Oregon State Highway Department
Old Post Office Building
Eugene, Oregon

I am inclosing herewith a letter from Mr. David Travis in which he attempts to point out a problem in getting an access to the highway near Judkin Point. I am also sending under separate cover a print of that section of the right-of-way map near Judkin Point. Will you show on this map the property purchased by Mr. Travis and the access road referred to in his letter?

I would also like any information you may have on the discussions with Mr. Travis in regard to an access. This was discussed with Mr. Landon who was under the impression that Mr. Travis was told by Mr. Martin when he was in the office and by one of the engineers in Eugene about the time he started a construction that there was nothing certain about his getting an approach to the highway. I would appreciate any other information you might have which would be of value in this matter.

W. C. Williams

LHW:aw
Incl.

Rou[illegible] Box 36 B,
Eugene, Oregon,
Dec. 13,1949.

REFERRED TO
BY SECRETARY

Hon. H. B. Glaisyer,
Sect. Hiway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I just have your letter of 9th in answer to a previous letter I wrote to you. I am acting on the suggestion that you made, and I am submitting more data regarding my situation realitive to my application for an approach on the Judkin Point Goshen survey.

I believe your office has maps showing the location of our property, which is a tract of 7 & 46/100 acres. We bought this property in Jan. 1946 on contract, which we paid out in full about July I believe it was of 46, and the deed was put on record at that time, there is a plat of the tract on the Co. records, which I believe corrosponds to the one on your map.

We bought this land from one Elemer E. Stewart, who at that time owned land clear thru from present Hiway #99 to this survey of proposed Hiway. In connection with the purchase of this tract, and a part of the consideration, we intered in to a contract with Mr. Stewart by which he was to build , and gravel a road to be a public road from present #99 to this survey, which we mutualy staked out at the time, it boardered our land on the South. It approached the survey at a point as near as we could assertain at grade, that is just betwen a cut , and fill.

Before purchasing this land we had visited the local Hiway Engineers office here in Eugene, several times looked at their maps and discussed about favorable place for an approach. There was never any question raised at that time, and for a long time after-wards about any difficulty of getting an approach. We went ahead and spent quite a lot of money developing this property. I made several attempts to get the approach arranged. On Nov. 4,1948 Mr. Landon in company with one of the local men drove up and interviewed me, and did not want to give me an approach at all. This was about the first of an official nature I knew of, about difficulty of us getting an approach.

Dropping back till the summer of 1947 We heart Mr. Stewart was bargning to sell the balance of his holdings , so we asked him about finishing building our road in as per our contract (He had graded the road on into our camp prior to this, but had not graveled it, or dedicated it as a public road. He said yes he had contracted to do so,but as he now planed to sell out he would not be personaly benifited by fullfilling his contract, and that he would do nothing more about it. If we thought we could help ourselves to go ahead. He would not meet me on a 50 - 50 compromise on the expence of finishing the road, or do anything about securing us the use of the road, tho we should finish building it, except he said he had arranged with those to whom he was selling to let us use it , till the new Hiway was built.

We brought an action trying to make him fullfill this contract,or pay damage for not so doing. He got the case continued a couple of times, it was pending when Mr.Landon was here. We finely got a hearing Nov. 24,1948. As it was a case in equity the Judge was judge of both the law and the evedince, and after a long time rendered a decision against us. Among decisions against us during the trial, was an objection they raised to my attempt to testify as one reason I was damaged by them not fufilling their contract, was the difficulty that had arisen about us getting an approach on the new Hiway. The court sustained the objection to this testimoney. As we were unable to appeal the case, and the man that bought from Stewart (a realitor) would not give us a written easment, he was reselling the property and said he would put it in the deed we were to have an easment untill the new hiway was built, but it seems he did not do so. The people that now own it would not sign an written easment for us but said we could use the road (verbaly) till new hiway was built, but they did not want this road thru their land.

Since Mr. Landon was here I have seen the notices posted on this rightaway about accesses to get on it. We bought this property with a view of having a trailer court, and we had gone so far to this end, when we learned of this trouble, that we could not so well change plans We have finished it up so we can handle 12 trailers. I have everything of a life times earnings invested in this project, besids being several thousand dollars in debt on it. I have put quite a lot of money into this road leading in here, from which I can be shut off any time (I am enformed) This would be especialy true after a Hiway was running right past my property.

I would want this approach at the South end of our property, about the place we orriginnly planed to have it where it would go on to Hiway at grade or about so, and where there is clear vision both ways for quite aways.

Another proposition that might be worked out , that would eliminate the necessity of me having a private approach on this Hiway. Is that should the present owners of this land dedicate this now private road thru their property , as a public road, and the Hiway commission grant it an approach as a public road , then I could use it in common with others There have several spoken to me saying they would like to see this done, as it would be the first approach going South out of the Flood area in the Glenwood Disterict. I believe nearly 100% of the residents and business people in that Glenwood Country would be pleased to see this done. I believe the present owners of the property that this now private road traverses would do this under this circumstances, if they would not I would feel it would eliminate any objections they may raise about not getting approaches on the new Hiway. This arrangment would please I feel most every one in a reasonable radius of here would like to see this done. I would be willing to put my time and efforts into making the necessary arrangments. I believe this is a fairly complete report as to details of the situation here, but I am ready to answer where there is anything lacking.

If the engineers come to look it over I would endevor to meet them, if I was informed in advance as to when they were to be here , so I would be here.

Yours very truly,

David Travis

David Travis.

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
DEC 12 1949
FOR FILING

December 9, 1949

Mr. David Travis
Route 4, Box 36B
Eugene, Oregon

Dear Mr. Travis:

I acknowledge receipt of your letter of November 7, 1949, inquiring as to the meetings of the State Highway Commission, and how is it possible to secure approval of the Commission for approaches to your property adjacent to the proposed Judkins Point-Goshen Highway survey.

The Highway Commission holds its meetings approximately once a month in Portland. Matters pertaining to roadway access to state highways, such as you have in mind, are not presented to the State Highway Commission until they have been investigated by the Engineering Department. The Commission can not act on such matters until such investigations have been made and the facts assembled have been reported to the Commission.

I think the proper thing for you to do is to advise this office more in detail what you have in mind for approaches to your property, giving the exact location, purposes, et cetera. Upon receipt of this information, I will refer it to the Engineer who will have the matter investigated and will report the findings to the Highway Commission, if he considers it necessary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ts

cc - R. C. Williams

Route 4, Box B,
Eugene, Oregon,
Nov. 7, 1949.

Hon. H. B. Glaisyer,
Sect. Hiway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I would like to enquire of you, how often, and on what dates is there meetings of The State Hi-Way commission, and the place of such meetings?

I have a problem I want to get before the Commission, or the proper athourity to act up on it. I am desirous of getting an approach on The Judkin Point Goshen, proposed Hiway. We have land lying along this survey, with no other way out. I will be much pleased for any suggestions from you as to best methoud of approach to this problem.

Yours very truly,

David Travis

David Travis.

ACKNOWLEDGED
H B. GLAISYER

RECEIVED
DEC 9 19..
STATE HIGH...

New P.I.

O

S 32° 58' E

P.I. O

~~Hatton~~
J. & Hugel L. Currie
2328

Cultivated

Hub set in depression of uprooted 20" Oak.

692.17'

Brush & Timber

RA

258 + 20

RA

516.64'

592.47'

255

260

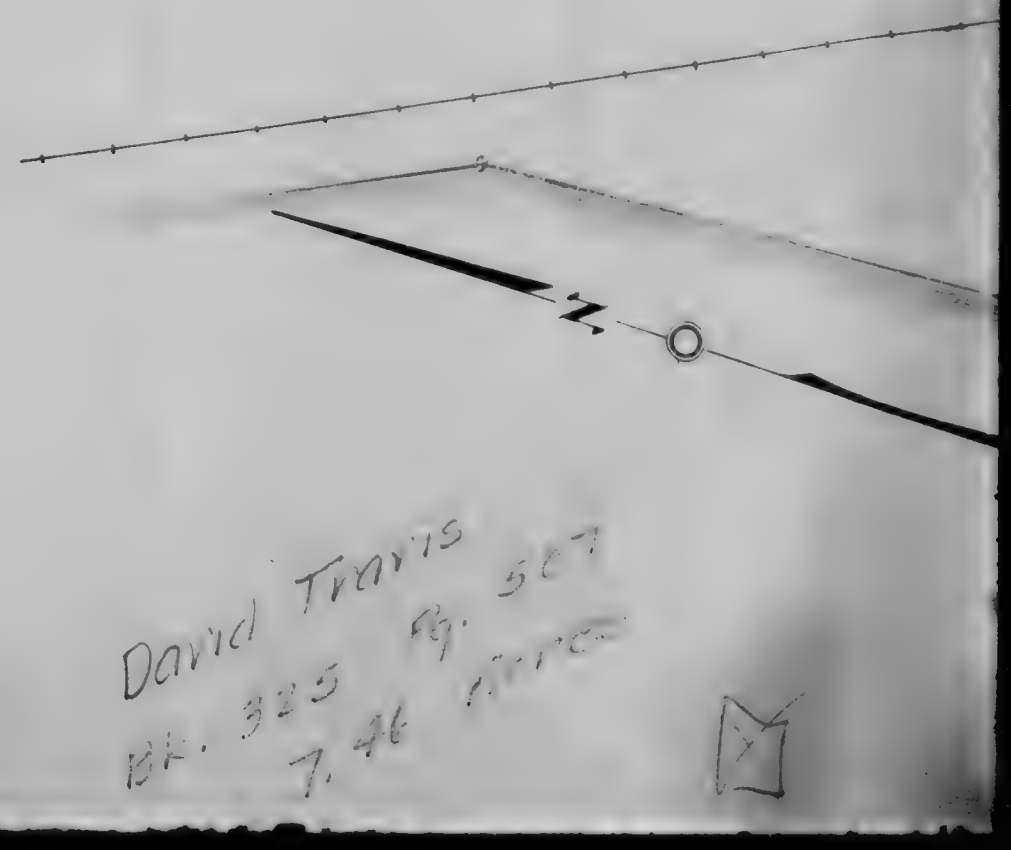
7.49

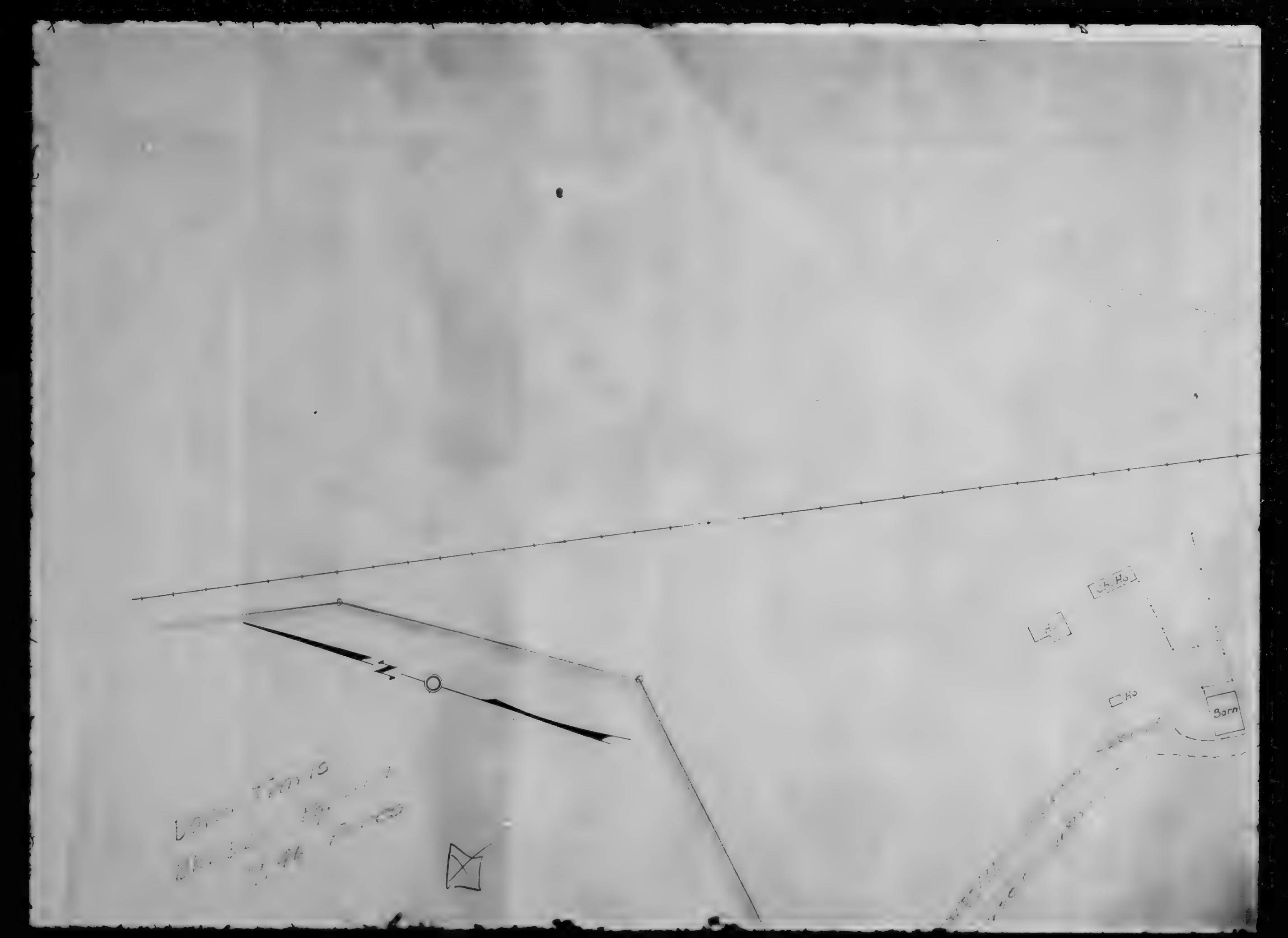
Signal Tower No. 6436

David Travis
25 Pg 527
16 Acres

67°.2

Signal Tower No. 6436


N
David Travis
Bk. 325 Pg. 567
7.46 Acres


Uh. Ho
Ho
Barn

Ho.

Barn

Pen

McVEIGH POINT
O'Xing
13-18-13

T. 18 S. R. 3 W.

McVEIGH POINT
O'Xing
13-18-13

Pen

G.

Cultivated

Hub set in depression of uprooted 20" Oak.

692.17'

Brush & Timber

Signal Tower No.

RA

258+20

516.64'

RA

255

592.47'

David Travis
Bk 325 Pg 507
7.46 Acres

7.49'

260

120'

100'

260'

Deed RW 9495 130'

257+10

RA

170'

Parcel-2

D.L.C. N.. 63

259+00

Brush & Timber

9311

110'

265

265'

Grain

4° C.R.
Δ 62°51'30"
L. 1571.46'

TΔ 82°51'30"
TL. 2571.46'
Ts 1520.30

170'

100'

264+00

Edward F. Judkins
Probate No. 384

4° C.R.
Δ 60°35'30"
T 1470.45

T.Δ 60°35'30"
Ts 1470.45'

West Line

240.24'
N. 0°07½' E.

L7 265+51.98 P.C.S.

265+59.29 P.C.S.

Judkins Property

38

+ 51.98 P.C.S.

265 + 59.29 P.C.S.

170'

100'

110'

265

265

David Travis
Bk 325 Pg 597
7.46 Acres

E. Line Judkins Property

Grain

Signal

270

N

David Travis
Bk. 503 Pg. 507
1.46 Acres

110.

265+52 P.C.S.

265+52 P.C.S.

110'

500' Spiral
θ 0.8
S 10°00'

L' - 270+52 P.T. =
L - 270+06.6

S 7°21'30" E.

273+49.96 P.S.

ON

N

Barn

Ho.

Ho.

Ho

Road

Barn

6.

Approx. Location Right

Chas. A. Huntington

10877

400' Spiral
S 2°00'
a 0.25

273+49.96 P.S.

277+12.19 P.S.

277+49.96 P.S.C.

S 7°21'30" E.

275

500' Spiral
S 10°00'
a 0.8

L' 270+52.27 =
L 270+06.6

Deed RW 7614

100'

N 79°38'30" E.
To be sold
Road Approach

60'

130'

10'

TION

Barn

Chas. A. Huntington

10877

273 + 49.96 P.S.

400' spiral
S 2°00'
a 0.25

L² 277 + 12.49 P.S.

277 + 49.96 P.S.C.

400' spiral
S 2°00'
a 0.25

1° C.L.
Δ 5°57'30"
T 699.27

L² 281 + 12.49 P.S.C.

L²
1° C.L.
Δ 6°20'
T 718.17
TA = 10°20'

283+00

L² 283 + 45.79 P.C.S.

400
S

150'

275

Deed RW 7614

280

280

100'

285

130'

N. 39°38'30" E.
To be sold
Road Approach
60'
130'

Judkins

R A

TL. 2571.46'
Ts 1520.30

4°C. R.
Δ 60°35'30"
T 1470.45

T.Δ 60°35'30"
Ts 1470.45'

West Line
N.0°07½'E.
240.24'

I.P. found
S.E.Cor. DLC No.38

Edward F. Judkins
Probate No. 384

264+00

L 265+51.98 P.C.S.

265+59.29 P.C.S.

E. Line Judkins Property

500' Spiral
S 10°00
a 0.8

L 270+51.98 P.T. =
L 270+06.56 P.O.T.=

270+59.29 P.T.

EQUATION

C.S.

268+69.29 P.C.S.

E. Line Judkins Property

500' Spiral
S 10.00
a 0.8

270

270

10'

100'

L 270+51.98 P.T. =
L 270+06.56 P.O.T. =

~~270+59.29 P.T.~~

S. 7° 21½' E.

ATION

EQUATION

500' Spiral
S 10°00'
a 0.8

265

500' Spiral
S 10°00'
a 0.8

L'-270+52.91 =
L -270+06.6

EQUATION

Deed RW 7614

Deed RW 7614

1'0.5

N.79°38'30"E.

To be sold

Road Approach

60.

100'

130'

280

280

A.H.Coryell D.L.C.

E.F. Judkins

285

150'

RECEIVED
JAN 10 1950
FOR FILING

FORM E-30X IBM 6-48 32803
FI Filing

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 6, 1950

CC - W. C. Williams

To: Mr. R. L. Porter
Assistant Right of Way Engineer

SUBJECT: Judkins Point–Goshen Section
Pacific Highway
Lane County

OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Porter:

The purpose of this letter is to clarify the status of the right of way negotiations on the Judkins Point–Goshen Section of the Pacific Highway in Lane County. Negotiations have been carried on sporadically, on this section, for the last four or five years and at the present time we have approximately 75% of the right of way acquired. Unfortunately, however, many of the parcels which were bought prior to 1948 were secured without access control.

This is contrary to the policy that was established by the Highway Commission in the year of 1948 or 1949. At this later date we were instructed to acquire access on jobs of this kind, even to the extent of renegotiating on parcels already acquired.

It has been called to our attention that David Travis, who owns property abutting on the right of way and easterly from Station 265 is constructing a trailer court or some such facility and that it is his intention to demand access to the new highway. In fact it appears, in this particular case, that if the man is denied access, his property would be land-locked.

It would seem that the best thing to do is to reopen negotiations on this project, both with the owners of property where the right of way has been acquired (for the purpose of controlling access) and with property owners with whom we have not settled. It is probable that this job will be contracted sometime within the next two or three years at the longest, therefore it would be well to have the right of way matters settled before they are complicated by additional development.

As Ray Landon did most of the work on this section I suggest that as soon as he is available he be assigned to this work. If it is not possible for Mr. Landon to be put on this job within the next two or three weeks please advise. For your information the right of way map has been marked to show the properties on which access has been controlled or not controlled, as the case may be.

Very truly yours,

FOREST COOPER
Right of Way Engineer

FC:ma

RECEIVED
FOR FILING
EUGENE

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1951

SUBJECT:

To: Mr. E. E. Umphlette
Resident Engineer
State Highway Department
Box 253
Eugene, Oregon

Dear Sir:

Confirming my telephone conversation of this morning, you will arrange to keep the Contractor off of the property Westerly of Station 285+50 on the Judkins Point-Goshen Section until a deed has been secured from Mr. Judkins.

We will advise you as soon as the negotiations have been completed.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
cc: W. C. Williams
K. D. Lytle

FORM E-20X 15M 8-48 21808

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 12, 1951
Salem, Oregon

SUBJECT: Judkins-Goshen Section

To: Mr. W. C. Williams
Construction Engineer
O F F I C E

Noted
W. C. WILLIAMS

Dear Sir:

This is to confirm our telephone conversation of this morning that all rights of way on the above section have been acquired except about 100 square feet Westerly of Station 285+50 that is to be acquired from Mr. Judkins.

He has agreed to deed us this property when payment is tendered but has refused to sign an option. We will have this deal closed in the next few weeks and if the contractor doesn't have to have immediate possession of this small parcel the project may be awarded as far as the right of way department is concerned.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:mmh

3-14-51 (8.05 A.M.)

Umpleby advised by phone to keep contractor off of this section. Please advise me when the R/w is cleared so that we can give the contractor an OK to go ahead

Rene

RECEIVED
FOR FILING

AGENDA
APR 1 [illegible]

71-161 (-)
3474

March 12, 1951

Hewitt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3474 for grading, and construction of concrete culverts on the Junction Point-Goshen Section of the Pacific Highway in Lane County. This award was based on your low bid of $193,914.40 submitted on February 27, 1951.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

Bid Confirmed

SHC

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 12, 1951
4:15 p.m.

Moffatt Brothers
351½ East Broadway
Eugene, Oregon

State Highway Commission awarded you today contract for Judkins Point-Coshon Section of Pacific Highway, Lane County, based on your low bid submitted February 27, 1951. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED
OREGON DISTRICT
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 12, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of today advising that all rights of way have been obtained for Oregon Project FI-161(16), Judkins Point-Goshen Section of the Pacific Highway, we hereby concur as of this date in award of contract to McNutt Bros., Eugene, who submitted the low bid for this project at the bid opening on February 27, 1951.

Our concurrence is not to be construed as assurance that critical materials, required for the construction of this project, can be secured.

Very truly yours,

C. G. Polk

C. G. POLK
Acting District Engineer

RECEIVED
FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
March 5, 1951

Mr. C. G. Polk
Bureau of Public Roads
Financial Center Building
Portland, Oregon.

WE HAVE ALL RIGHT OF WAY AND HAVE PERMIT OF ENTRY FROM SOUTHERN PACIFIC COMPANY FOR GOSHEN UNDERCROSSING AND RIVERVIEW AVENUE. REQUEST YOUR CONCURRENCE IN AWARD OF CONTRACTS TO LOW BIDDER

R. H. BALDOCK.

RECEIVED
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 9, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S. and E. documents for Oregon Project FI-161(16), Judkins Point-Goshen Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Approval for advertising is not to be construed as assurance that required steel products involved can be secured either with or without priority.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

T. E. DAVIS
District Engineer

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1951

SUBJECT:

To: Mr. W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

I have preformed a form of agreement covering the subject of a change of highway route involving Pacific Highway between Goshen and Judkins Point. This agreement has been prepared on information and data furnished me and I now hand you four copies for examination and if satisfactory then for submission to the County Court.

I recommend that this agreement be submitted by a resolution adopted by the Commission making this new lane a part of the throughway and giving appropriate instructions with respect to the control of access.

J. M. DEVERS

JMD:jk
Attachs.

OK 2/6 1951
S H Lib[illegible]

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
W. C. WILLIAMS

Agreements delivered to Lane County Court 2/14/51 [illegible]
County has refused to agree to date
3/20/51
[illegible]

ASSIGNMENT

February 6, 1951

No. 2484 Legal
By _____

Description: Mr. Devers' letter of February 1, ~~xx~~ six copies of agreement attached, re change of highway route involving Pacific Highway between Goshen and Judkins Point

Acknowledged by _____ Referred to ~~xxxxx~~ Cattrall _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed _____ Report received _____

Remarks:

For execution by city.

WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

ASSIGNMENT

Date: February 5, 1951

No. 2476 new
By --

Description: Mr. Devers' letter of February 1, six copies of agreement attached, re change of highway route involving Pacific Highway between Goshen and Judkins Point

Acknowledged by _____ Referred to _Libby ✓_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 2/6/51 Report received _____

Remarks: Please check.
WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FI-174(10) Herman Cr. Road-Gorton Cr. 1951
Sec., Columbia River Hwy.
#3475 [redacted]

FORM S-133 6CM REVISED 8-54

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

March 18, 1955

Mr. George D. Ruby, Chairman
Columbia River Gorge Commission
c/o Jantzen Knitting Mills
411 N. E. 19th Avenue
Portland, Oregon

Re: State v. Sonny Land Company
Our Files: L-1784 R-16985
Viento-Hood River Section
Columbia River Highway

Dear Mr. Ruby:

This is in response to your letter of March 9, 1955, relative to the above matter.

With respect to your appearance before a subcommittee of the Joint Ways and Means Committee on Wednesday night, March 2, 1955, I was present at the meeting. I can vouch for the fact that you made no appearance and expressed no opinion regarding the bill to establish a separate parks commission.

In regard to the statement of the Title and Trust Company, Hood River Branch, in the amount of $12.55, which you enclosed in your letter, this bill has been paid by the State Highway Department with the understanding that the amount of the bill will be deducted from the amount to be paid later to the Columbia River Gorge Commission.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
cc: Mr. R. H. Baldock
Mr. C. H. Armstrong

RECEIVED
MAR 1 1955
FOR FILING

FORM 830 50M 2-54 7350
EE 177
2.17

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 24, 1955
Salem, Oregon

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

H. C. Hitchcock

W. C. Wil...

Dear Mr. Baldock:

Reference is made to your recommendation to the Commission dated February 7, 1955, that the damage claim of the Union Pacific Railroad Company for slides between Cascade Locks and Wyeth on the Columbia River Highway be compromised and settled for $54,905.63.

A form of the release has been prepared which we believe embodies the spirit of compromise alluded to in your letter and the legal requirements of a release from liability. A copy of this form is enclosed herewith for your review. Upon advice from you that the same meets your approval we will transmit the original to the Railroad Company for its review and further processing toward execution.

Yours very truly,

C. W. ENFIELD
Chief Counsel

GER:jfw
Enc.

FEB 16 1955

FI - 174 (14)
3475

Ballots

Telephone
BEacon 5154

SOULE' STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. St. Helens Road
Portland 10, Oregon

February 14, 1955

Secretary of State
State of Oregon
Salem, Oregon

SUBJECT: Claim File No. 3475

Dear Sir:

Please be advised that today we received a check in the amount of $1,000 from R. E. Meade & Company, in payment for balance due for the furnishing and installation of reinforcing steel on the Community Hospital Road Overcrossing Job at Roseburg, Oregon.

Yours very truly,

SOULE' STEEL COMPANY

C. R. Reisner

CRR:jd

cc: Oregon State Highway Commission
R. E. Meade & Company
Harold A. Johnson Insurance Agency
General Casualty Company of America
N. O. Millar

COPY

STATE HIGHWAY LIBRARY
NOTE

RECEIVED
FOR FILING
DEC 17 1954

FORM E-30

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
STATE HIGHWAY ENGINEER

Salem, Oregon
December 14, 1954

To:

Memorandum to file

SUBJECT:

Union Pacific Railroad claim
Cascade Locks-Viento Section
Columbia River Highway

A luncheon meeting was held between representatives of the Union Pacific Railroad Company and the State Highway Department at The Sha restaurant in the Imperial Hotel on Tuesday, December 7, 1954, for the purpose of discussing the possibility of effecting a compromise settlement of the claim made against the State by the Union Pacific Railroad Company for the sum of $109,811.25 for damages allegedly caused to the Railroad by slides in the Columbia Gorge, which slides allegedly resulted from activities of the State's contractor in constructing sections of the Columbia River Highway.

At this conference Union Pacific Railroad Company was represented by Mr. McAllister, General Manager, Mr. Roy Shields, General Solicitor, Mr. Hutton, Superintendent, Mr. Kidder, Engineer, and Mr. Fred Betz, Attorney. The Highway Department was represented by Mr. Baldock, Mr. Williams, Mr. May and myself.

Mr. Baldock reviewed briefly the history of the Gorge, and the joint use of the Gorge by the Railroad Company and the public for highway purposes, pointing out the limitations that have been placed upon both the Railroad and the Highway Department resulting from the topography of the Gorge, thereby making it necessary for both of these facilities to occupy very limited areas and to assume the risk and hazards of unstabilized ground in the construction and maintenance of both facilities. Mr. Baldock pointed out that recognizing the mutual problems of both the Railroad and the Highway Department in repairing damages, both to Railroad and Highway Department facilities resulting from slides, and recognizing the difficulties in conclusively determining and proving the cause of such slides, whether they be caused by acts of the Railroad Company, the Highway Department or acts of God, and recognizing the need for mutual assistance and cooperation in the joint user of this narrow Gorge, since about 1937 the Union Pacific Railroad Company and the Highway Department have acted pursuant to at least an informal and undeclared policy of sharing the cost of repairing damages to Railroad and Highway facilities rather than undertaking the expensive, time-consuming task of exhaustive examinations and geological reports, and the preparation for and trial of cases by one of the parties against the other to recover damages resulting from such slides, with the results of such cases always being highly speculative. It was pointed out that the sharing of

costs of restoring facilities damaged by slides on a fifty-fifty basis was followed with respect to the Mosier slide, the Moffett Creek slide, the Onsonta slide, and an earlier slide occurring in the late 1930's, and Mr. Baldock proposed that the present claim of the Railroad be settled on a fifty-fifty basis, with the State paying to the Railroad the approximate sum of $54,905.63.

The proposal made by Mr. Baldock to continue the fifty-fifty sharing of costs of such damages is predicated upon the party who presumably caused the slide assuming all of that party's damages itself, and paying one half of the damages suffered by the other party.

Mr. Shields acknowledged that the proposal made by Mr. Baldock was reflective of the practice followed by the Highway Department and the Railroad Company since about 1937, and Mr. Shields indicated his willingness to recommend the continuance of such practice with respect to this present claim of the Railroad Company, realizing, however, that neither the Railroad Company nor the Highway Commission would probably desire to do so, even if they legally could, enter into any type of binding agreement as to all claims in the future providing for the settlement of all future claims on a similar fifty-fifty basis. It was generally understood by those present at the conference that all future claims would be considered on their own merits and that where the facts of the cases indicated they would probably be settled on a similar fifty-fifty basis, at least so long as those attending the conference were available to make such recommendations.

Mr. Shields was rather concerned, however, with respect to the proposed basis of settlement of this particular claim because of the change of conditions resulting from the entering into of the contract between the Railroad and the State, in which contract it is expressly pointed out that the State is constructing a highway in an area that is known to be unstabilized, and assumes all liability for damage to the Railroad resulting from slides caused by the highway construction work. Mr. Shields advised that neither he nor Mr. McCallister had any authority to waive contractual rights of the Railroad and that such waivers could only be accomplished by the Railroad executives, and that where contractual rights are in existence the Railroad might well feel differently with respect to its claim than it would if no contract existed, and the existence of a contract might eliminate the possibility of settling on the proposed fifty-fifty basis.

Upon being informed by Mr. Williams that there was grave question and doubt as to whether or not the slide was a result of the

State's activities, Mr. Shields indicated that if there was a substantial question of fact, and the proof of the claim coming within the provisions of the contract might be questionable, then there would be a basis for the Railroad to continue the practice as previously adopted and settle this claim on the suggested fifty-fifty basis.

At the conclusion of the conference it was understood that the Railroad representatives would consider the matter and possibly discuss with and make recommendations to the Railroad executives of the proposed basis of settlement submitted by Mr. Baldock and advise the Highway Department of the Railroad's reaction thereto.

C. W. ENFIELD
Chief Counsel

CWE:aj:avh
cc - R. H. Baldock
W. C. Williams
R. L. May
J. W. DeSousa

RECEIVED
OCT 22 1954
FOR FILING

Salem, Oregon
October 20, 1954

Mr. R. H. Baldock

Regarding the attached letter, the Union Pacific Railroad Company has not agreed to in any manner compromise its claim. In fact, the letter is rather ambiguous, in that in the first sentence of paragraph 2 it is stated that the billing covers all expense incurred by the Union Pacific from April, 1951 to June, 1953. In the second paragraph also, the Railroad Company states that if the claim is paid the Company will not make further claim for expenses incurred during the same period. It is then further stated that the Union Pacific Railroad Company expects to bill the Highway Commission for any damages or expense suffered subsequent to June of 1953. I don't know how long we can hold up settlement of the $109,000 claim, but it seems we should know what billing the Railroad Company intends to make for the period after June, 1953. If no compromise is to be effected in the payment, I think then we should very carefully scrutinize the billing and refuse to make payment for any items that we can determine to be in the nature of betterment.

I have discussed this matter briefly with Mr. Enfield, and he is withholding any action until further advised. He advises, however, that the Legal Department of the Union Pacific Railroad Company is constantly calling him by phone, asking what disposition is being made of the claim.

W. C. Williams

WCW:me

Encl.

RECEIVED
FOR FILING
Chief Clerk
Asst. Chief Clerk

June 11, 1954

Mr. Roy P. Shields
General Solicitor
Union Pacific Railroad Company
727 Pittock Block
Portland 5, Oregon

Your File: 315-1-15

Dear Sir:

I am sorry to advise that we inadvertently overlooked your request of May 19 that we acknowledge receipt of the claim you presented therewith against the Oregon State Highway Commission in the amount of $109,811.25.

This letter acknowledges receipt of the claim which has been under study and analysis and we will advise you further regarding the same.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

WCW:mc

cc Mr. C. W. Enfield
Mr. H. G. Smith

UNION PACIFIC RAILROAD COMPANY

C
O
P
Y

828 Pittock Block
Portland 5, Oregon

October 15, 1954
C 345 - 1 - 34

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

I understand there has been some discussion between representatives of the Highway Department and our Engineering Department in regard to the claim of this company submitted under date of May 19, 1954, for damage to main line tracks and facilities between Cascade Locks and Wyeth during the period April, 1951, to June, 1953, both inclusive, and the extent to which settlement of such claim would release the Highway Commission, and in order to make our position in the matter clear the following is submitted:

Union Pacific claim dated May 19, 1954, against the State Highway Commission of Oregon for $109,811.25 for damage (as per itemized statement) to Union Pacific main line tracks and facilities between Cascade Locks and Wyeth, Oregon, during the period from April, 1951, to June, 1953, covers all expense incurred by Union Pacific during that period, in repairing damage to its property resulting from construction of the Columbia River Highway, except relatively minor damage items billed against others. If the above claim is paid, Union Pacific will not make furtner claim against the Highway Commission for expense incurred between April, 1951, and June, 1953, in repairing damage to its property between Cascade Locks and Wyeth. However, if Union Pacific incurs further expense of this kind after June, 1953, resulting from the highway construction above mentioned, it would expect to recollect such expense from the Highway Commission.

Union Pacific will bill the Highway Commission for work done by Union Pacific at the expense of the State as provided in the contract between them dated March 14, 1951, as soon as this bill can be compiled. (See contract, Sections 1(g) and 4.)

Will you kindly advise if the foregoing satisfactorily disposes of the question raised.

Yours truly,

(sgd) A. McAllister

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FORM 530—50M—6-54—74866
14 - 174 (1)
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

L

Dear Sir:

I discussed with Mr. Kidder the claim of the Union Pacific Company in the amount of $109,811.25 for repairs as a result of track movement on the Herman Creek-Gorton Creek Section, Contract #3475, Vernie Jarl, contractor.

I requested Mr. Kidder to advise us by letter whether or not his management would be disposed to accept this in final payment of all future claims, as that would be quite important in making a recommendation to the Commission. He will discuss this with the General Manager of the Western District and report to us by letter.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

N.C. Williams

NO. D
W. C. WILLIAMS

April 27th, 1953

FINAL COST ANALYSIS

Contract #3475 — Prefix 14-1011 F.I. 174(10)
Herman Creek Rd.-Gorton Creek — Grading & Paving — Columbia River Highway
F-I-174(10)
Vernie Jarl, Contractor
Carl Peterson, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 29,921.64	$ 40,000.00
Struct. Excavation	761.41	Cu. Yd.	3.76	3.00	2,867.03	2,284.23
General "	720,065.3	" "	0.719	0.84	517,732.43	604,854.85
Short Overhaul	2,194,225.5	Yd. Sta.	0.0114	0.015	25,058.97	32,913.38
Long "	50,121	C-Yd. Sta.	0.37	0.50	18,358.95	25,060.99
Finish Roadbed & Slopes	3.70	Mile	711.78	500.00	2,633.59	1,850.00
Rounding Cutbanks	9,060	Lin. Ft.	0.124	0.15	1,127.55	1,359.00
18" Corr. Metal Pipe	92	" "	4.05	4.00	372.42	368.00
24" " " "	368	" "	6.09	6.00	2,241.69	2,208.00
24" " " " , Extra Strength	836	" "	7.60	7.00	6,351.56	5,852.00
36" Corr. Metal Pipe, Extra Strength	120	" "	15.04	12.00	1,804.76	1,440.00
12" Concrete Pipe	72	" "	2.15	3.00	154.82	216.00
18" " "	675	" "	3.08	4.00	2,078.98	2,700.00
24" " "	120	" "	4.37	6.00	523.80	720.00
24" " " , Extra Strength	140	" "	5.28	7.00	738.89	980.00
30" Concrete Pipe, Extra Strength	177	" "	7.05	8.00	1,248.48	1,416.00
ØClass "A" Concrete	97.25	Cu. Yd.	69.10	60.00	6,720.28	5,835.00
ØMetal Reinforcement	15,031.8	Lb.	0.089	0.12	1,332.45	1,803.82
ØConcrete Catch Basins	1	Each	75.60	75.00	75.60	75.00
ØType "A" Manholes	2	"	300.87	300.00	601.65	600.00
Concrete Sight Posts	150	"	8.93	10.00	1,339.89	1,500.00
*3"-0 Mat'l. in Base	55,304	Cu. Yd.	1.70	1.50	94,226.16	82,956.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*3/4"-0 Mat'l. in Base and Shoulders	10,058	Cu. Yd.	$2.48	$2.00	$ 24,716.53	$ 20,116.00
Sprinkling	1,208	M-Gal.	1.43	2.00	1,729.99	2,416.00
*Preparation of Base, Main Highway	3.7	Mile	200.00	200.00	740.00	740.00
*Preparation of Base, Detour Service Road	1.92	"	250.00	250.00	480.00	480.00
*3/4"-0 Mat'l. in Binder	1,182	Cu. Yd.	3.50	3.50	3,962.00	3,962.00
*Furnish & Place RC-3 Asphalt in Binder Course	126.91	Ton	42.00	42.00	5,330.22	5,330.22
*Furnish & Place Aggregate	628	Cu. Yd.	3.80	3.80	2,386.40	2,386.40
*Furnish & Place 150-200 Asphalt	44.43	Ton	40.00	40.00	1,777.20	1,777.20
*Class "B" asphalt in Concrete	12,218.96	"	5.90	5.90	72,091.86	72,091.86
PA #1, 8" Perf. Metal Pipe	360	Lin. Ft.	2.00	2.00	720.00	720.00
Backfill in Drains	100	Cu. Yd.	2.65	4.00	265.00	400.00
*PA #2, 3"-0 Cr. Rock in SP	141.3	" "	1.10	1.10	155.43	155.43
3/4"-0 Cr. Rock in SP	372.3	" "	1.60	1.60	595.68	595.68
3/4"-½" " " " "	567.1	" "	2.65	2.65	1,502.82	1,502.82
½"-¼" " " " "	774.0	" "	2.65	2.65	2,051.10	2,051.10
¼"-0 " " " "	380.8	" "	2.65	2.65	1,009.12	1,009.12
*PA #3, 3/4"-0 Cr. Rock in SP	1,503.2	" "	1.25	1.25	1,879.00	1,879.00
½"-¼" " " " "	84.1	" "	1.25	1.25	105.13	105.13
¼"-0 " " " "	646.9	" "	1.25	1.25	808.63	808.63
ØPA #4, Cement Adjustment	3.42	Bbl.	4.20		- 14.36	- 14.36
Force Account					3,257.70	3,477.32
					$843,061.04	$938,981.82

* Work performed all or in part by Warren Northwest

Ø Work performed by Wall & Son.

Gross Revenue	$938,981.82
Total Cost	843,061.04
Net Profit	$ 95,920.78

Net Profit Equals 10.2% of Gross Revenue

Detail of Cost

Contract #3475 — Prefix 14-1011 F.I. 174(10)
Hersan Creek Rd.-Gorton Creek Grading & Paving — Columbia River Highway
Vernie Jarl, Contractor
Carl Peterson, Resident Engineer

Labor:

Supervision	$ 9,600.00	
Labor	216,925.10	
Labor Insurance	14,858.16	
		$241,383.26

Materials:

18" Corr. Metal Pipe	92	lin. ft.	at $2.70	$ 248.40	
18" " " " Bands	7	each	" 4.08	28.56	
24" " " "	368	lin. ft.	" 4.14	1,523.52	
24" " " " Bands	20	each	" 5.04	100.80	
24" " " " , Extra Strength	836	lin. ft.	" 5.40	4,514.40	
24" Corr. Metal Pipe, Extra Strength Bands	51	each	" 5.78	289.00	
36" Corr. Metal Pipe	120	lin. ft.	" 10.06	1,207.20	
36" " " " Bands	9	each	" 10.10	90.90	
12" Concrete Pipe	72	lin. ft.	" 1.05	75.60	
18" " "	675	" "	" 2.15	1,451.25	
24" " "	120	" "	" 3.00	360.00	
24" " " , Extra Strength	140	" "	" 3.41	477.40	
30" Concrete Pipe, Extra Strength	177	" "	" 4.90	867.30	
Sight Posts	150	each	" 5.40	810.00	
Backfill Material	100	cu. yd.	" 2.65	265.00	
Metal Reinforcement	15,031	lb.	" 0.0844	1,269.00	
8" Perforated Asphalt Dipped Pipe	360	lin. ft.	" 1.45	522.00	
8" Perforated Asphalt Dipped Pipe Bands	28	each	" 2.18	61.04	
Cement				513.00	
					14,674.37

Equipment Rentals & Misc.:

Equipment (Owned)	$273,049.00	
Equipment (Hired)	6,692.63	
Gas, Oil & Grease	43,925.28	
Bond	5,572.92	
Railroad Bond	1,877.96	
P.L. & P.D. Insurance	2,956.56	
P.U.C.	2,437.50	
Explosives	5,176.00	
Move In, Freight & Cartage	4,443.17	
Lumber	840.00	
General Office	19,176.75	
Small Tools & Misc. Supplies	12,229.01	
Excessive Repairs Due to Nature of Work and Tires	35,500.00	
		408,876.78

PA #4, Cement Adjustment	$ -14.36	
Subcontractors:		
Warren Northwest - Crushing, Oiling & Paving	171,787.43	
Wall & Son - Concrete Work	6,324.84	
		$178,126.63
T o t a l C o s t		$843,061.04

Remarks:

This was a "Regular Federal Aid Project" calling for the grading, surfacing and paving of 3.70 miles of highway roadbed and the construction of one reinforced concrete culvert on the Columbia River Highway, Contract #3475.

The project was bid January 24th, 1951, awarded March 15th, 1951, work was started March 12th, 1951, and was completed August 20th, 1952.

Clearing consisted of second growth fir, maple and alder and heavy brush. From two to four D-8 tractors with clearing dozers, two power saws and from an 8- to 12-man crew worked two months on the major portion of the clearing, with the remainder being handled as the grading progressed.

Structural excavation and the laying of the pipe was handled by a 1 cubic yard shovel and pipe crew of 4 men. Pipe prices were high throughout, but progress was very slow, resulting in a slight loss for structural excavation and corrugated metal pipe and a fair profit for concrete pipe.

Grading on the project entailed the moving of approximately 722,000 cubic yards of excavation and was the major part of the work. Grading operations were handled very well by the contractor with a minimum of labor and very little supervision and overhead. The percentage of solid encountered was considerably less than tests indicated and less than anticipated by the contractor, and of the solid the major portion was moved without drilling and shooting. A total of 22,294 lbs. of explosives was used on the project, of which approximately 80% was used on excavation. A large part of the excavation consisted of large boulders cemented in sand, and considerable trouble was experienced in handling this material with the equipment used, particularly on the part of the shovels used. A 2½-yard shovel in place of the 1-yard and 1½-yard shovels would have expedited the work, as the small shovels were too light and were continually breaking down.

Equipment used by the contractor on grading consisted of one 1 cu. yd. shovel, one 1½ cu. yd. shovel, one 2 cu. yd. shovel, two 10 cu. yd. carryalls, six D-8 tractors and dozers, one D-7 tractor and dozer, one traxcavator, one ripper, four DW-10 units with bottom dump wagons, two 15 cu. yd. Euclids, three tournarockers, seven various sized dump trucks, one service truck, two graders, one 10-ton roller, three compressors, two wagon drills, two pickups and various small tools and equipment.

Subcontractors on the project consisted of Wall and Sons on the concrete work and Warren Northwest on the crushing of the base and key rock, oiling, furnishing and placing of the asphaltic concrete pavement.

This project was well handled, with the contractor personally supervising the project. Equipment was only fair, as a part of it was either old or not suited to the project, but good bid prices and a large underrun in the expected quantities of solid rock and the amounts of solid requiring drilling and shooting resulted in a good profit to the contractor.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED
FOR FILING

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Avenue
Portland 12, Oregon

APRIL 15, 1953

(File: D 315 - 2 - 36)

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

Under contract between yourself and the Oregon State Highway Commission you are performing work on the Herman Creek-Corton Creek Section of Columbia River Highway in Hood River County, Oregon. This highway is near the main line railroad of Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's tracks and facilities.

Enclosed herewith is Union Pacific Bill No. 614635 dated March 27, 1953, for $1,149.27, covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill 614635 covers certain damage by your blasting operations between Railroad Mile Posts 46.1 and 49.3 between April 10 and November 19, 1951. Please favor us with payment at your early convenience.

Yours very truly,

A. McAllister,
Superintendent

enc.

cc: Lloyd's, London, c/o Sayre & Toso, Inc., 333 Montgomery St., San Francisco, Calif.

Lloyd's, London, c/o Dooly & Co., Board of Trade Bldg., Portland, Oregon.

Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Highway Engineer)

RECEIVED
FOR FILING
11-17-53

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 8, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3475	19-final	VERNIE JARL	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6203	R-63738	$ 29,052.22	4/7/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1951

Time Extensions: Extended to Aug. 31, 1952 without penalty

Completion Date: Aug. 20, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

Acting ~~H. B. Glaisyer~~ Secretary

Warrant Mailed:

RECEIVED
APR 7 1953
FOR FILING

March 25, 1953

Dooly & Company, Agents
General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3475 for grading and paving on the Herman Creek Road-Gorton Creek Section of the Columbia River Highway in Hood River County was completed by the contractor, Vernie Jarl, on August 20, 1952, and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $29,052.22 will be released to the contractor on or after April 4. The total contract amount is $938,981.82 of which amount $3,477.32 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as your company appears as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

[redacted]

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Notice sent 4/8/53 MD

RECEIVED
FOR FILING

January 2, 1953

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-36

Dear Sir:

This will acknowledge receipt of your letter of December 23, 1952 advising that operations of the highway contractor, Vernie Jarl, on the Herman Creek Road-Gorton Creek Section of the relocated Columbia River Highway, caused damage to railroad property as follows:

April 10, 1951 - M.P. 46.4. Clearing operations started fire on right-of-way,damaging communication line.

June 1, 1951 - M.P. 46.5. Blasting stumps while clearing damaged communication line, breaking 1 cross-arm and pins.

June 12, 1951 - M.P. 47. Blasting stumps while clearing damaged communication line, breaking 1 wire and 2 cross-arms.

July 10, 1951 - M.P. 48. Blasting operations severely damaged communication line, breaking 3 poles, 7 spans crossed and tangled.

November 19, 1951 - M.P. 48. Blasting operations damaged communication line, breaking 3 wires.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

mc

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

DECEMBER 23, 1952

(File Ref. D 315-2-36)

REGISTERED MAIL-
RETURN RECEIPT REQUESTED

Lloyd's, London
c/o Sayre & Toso, Inc.
333 Montgomery Street
San Francisco, California

Lloyd's, London
c/o Dooly & Co.
Board of Trade Building
Portland, Oregon

cc: Mr. Vernie Jarl
Box 254
Gresham, Oregon

cc: Mr. R. H. Baldock,
State Highway Engr.
Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

Please refer to Underwriters at Lloyd's, London Certificate No. LC 5860(c) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering damage to property occurring during the construction of Herman Creek Road-Gerton Creek Section of the relocated Columbia River Highway in Hood River County, Oregon.

In accordance with that policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that damage to railroad property has been caused by the operations of highway contractor Vernie Jarl, at locations and on dates as follows:

April 10, 1951 - M.P. 46.4 Clearing operations started fire on right-of-way damaging Communication Line.

June 1, 1951 - M.P. 46.5 Blasting stumps while clearing damaged Communication Line, breaking 1 cross-arm and pins.

June 12, 1951 - M.P. 47 Blasting stumps while clearing damaged Communication Line, breaking 1 wire and 2 cross-arms.

FZ
Lloyd's, London, San Francisco, Calif.
and Portland, Oregon

December 23, 1952

July 10, 1951 - M.P. 48 Blasting operations severely damaged Communication Line, breaking 3 poles, 7 spans crossed and tangled.

Nov. 19, 1951 - M.P. 48 Blasting operations damaged Communication Line, breaking 3 wires.

We expect to present claims for these damages when the amounts have been determined.

Please acknowledge receipt of this letter.

Yours very truly,

A. McAllister,
Superintendent

RECEIVED
DEC 2[illegible] 1952

RECEIVED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1952

SUBJECT:

To: Mr. W. J. Williams
Ass't State Highway Engineer
C f f i c e

L

Dear Sir:

In answer to your letter of November 13th, concerning the claim of the Warren Northwest Company for force account work in removing unstable sections of base surfacing on the Cascade Locks-Herman Creek and the Herman Creek-Gorton Creek sections, it may be that Jarl and not the Warren Northwest should stand the expense of removing the unstable base material on the Herman Creek-Gorton Creek Section, since it was primarily due to Jarl's failure to complete the pavement in October of 1951.

The material passed the specifications in the majority of the tests and those which did not pass were deficient in fines, which would appear to be advantageous in this type of material. The material was crushed in the summer of 1951 and had it been placed on the road that fall, I do not think there would have been any serious trouble with it. However, it laid in stockpiles all winter and became so saturated that is was impossible to compact it on the road and nearly impossible to use that produced for the pavement. In fact, we had to permit the contractor to substitute a considerable portion of the shoulder material for paving aggregate, as it was impossible to dry the material produced and make a satisfactory pavement from it.

The reason that the east end of the project was more satisfactory than the west end was not because of turning traffic on the prime, but because it was processed and worked for a long period of time in order to dry it out and secure stability, whereas the lack of time prevented the west end of the project from receiving the same drying compaction as the east end. There is a very short section on the extreme east end which was laid the fall before which never gave any trouble at all, and I have no doubt if this material had been laid as contemplated and had not become so saturated with the winter rain, it would have been satisfactory.

FORM E-30X 25M 9-49 34998

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

.....

.....

SUBJECT:

To:

W. C. Williams - ?.
11/18/52.

On nearly every job there are some soft spots develop, and I think it has been quite customary for the contractor to cooperate to the extent of digging them out if he be paid for both the original material and that which replaces it. The contractor is responsible for the use of his material so as to produce a satisfactory job.

We have had other instances where the saturation of the material caused the contractor a great deal of extra work. On the Monmouth-Suver job he did not get his topping finished in time to oil, and it became so saturated it was impossible to haul over the grade the next spring, with the result that it had to be windrowed throughout its entire length in order to allow the subgrade to dry.

On the Steiwer Hill-Albany Section we refused to allow the Warren Northwest to spread and process their topping the fall before the paving in order to avoid such a condition. Whenever roadmix jobs are caught in a rain the contractor is expected to reprocess them until they are dried out in a satisfactory condition.

I think these situations are all somewhat analogous, and therefore, the Department is not obligated to assume responsibility for the improper use of material by the contractor even though it did pass the abrasion, P. I. and gradation tests.

Under my theory I presume the responsibility lies with the general contractor instead of the subcontractor, since Jarl did not finish the grading in time for paving at the proper time. However, since he spent an unusual amount in processing the material on the road, I presume that it is no more than fair to protect him from the claim of the subcontractor, and I will, therefore, initiate force account bills for reimbursement of the Warren Northwest Company for digging out the unstable base sections.

Very truly yours,

H. G. Smith
Construction Engineer

HGS;AR

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FOR FILING
FI-
245

Salem, Oregon
November 13, 1952

Mr. H. G. Smith

I held a lengthy conference with J. R. Wininger of Warren Northwest Company and Vernie Jarl on November 7 relative to their claim for force account for the digging out of some unstable sections of base surfacing on the Cascade Locks-Herman Creek Section and the Herman Creek-Gorton Creek Section.

It was their contention that all of the materials used in the surfacing which had been placed in stock pile previously were properly tested by our Department and that no objection was at any time made as to their manner of manufacturing the materials. It was further their firm contention that the materials themselves were not what caused the unstableness of the base, but they blamed the trouble on the fact that immediately after the section in question was primed traffic was immediately turned over it to eliminate a detour and that a heavy rain occurred at the same time. They claimed that on other sections where traffic was not turned on the new prime no damage resulted, and, in summarizing, they are unwilling to accept our claim that faulty materials caused the unstableness.

There is some question in my own mind as to whether the contractor is solely responsible for this condition, and, owing to our satisfactory relations in the past with these two contractors and the fact that they are not chronic claim makers, it is my belief that we should pay force account for the work involved and end this controversy. Mr. Baldock concurs in my recommendation.

Unless you have evidence which would entirely refute the claims of the contractor, I would appreciate your placing the force account bills in line for payment.

W. C. Williams

WCW:ms

RECEIVED
OCT 9 - 1952
FOR FILING

October 8, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 275 days, from November 30, 1951 to August 31, 1952, within which to complete your contract No. 3475 for grading and paving on the Herman Creek Road-Corton Creek Section of the Columbia River Highway in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

Carl A. Peterson,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
SEP 30 1952
FOR FILING

September 26, 1952

Warren Northwest Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

Reference is made to the bill submitted to Resident Engineer Clay M. Cornett for additional work performed in correcting unstable surfacing on the Cascade Locks-Herman Creek and Herman Creek-Gorton Creek Sections. This matter has had the very careful consideration of the Resident Engineer, the Division Engineer, and the Construction Engineer, and from information furnished me the State is in no way responsible for this work and must deny payment therefor.

The reason for nonpayment of the claim is substantially that the contractor is responsible for the construction of a base course which can be primed in a satisfactory manner and is sufficiently stable to lay the other courses of the pavement. In this instance it appears that in producing the surfacing material the contractor elected to screen out the oversize rock and crush it for the shoulders. This left a considerable amount of fine silt in the balance of the material, which unquestionably resulted in the unstable condition. Further, we feel that the Highway Department has been more than liberal in paying for additional paving material which was required and should not be obligated in any way for the digging out of the unsatisfactory materials preparatory to the patching.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me
cc Mr. H. G. Smith
Mr. A. G. Skelton

FORM E-20 37,500 4-52 58805

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching force account bills from the Warren Northwest Company on the Cascade Locks-Herman Creek and the Herman Creek-Gorton Creek sections. These bills have been turned down by the Division Engineer and the Construction Department.

It is the business of the contractor to construct a base course which can be primed in a satisfactory manner and is sufficiently stable to lay the other courses of the pavement. Occasionally we have a failure for one reason or another, but it is the practice of the Department to pay for the material which goes into the patches in the prime coat and the base course, but not to recompense the contractor for digging out the failed places. In this particular instance, I think this is very reasonable, since there was no reason on the Cascade Locks-Herman Creek Section why there should have been any base failure, and on the Herman Creek-Gorton Creek Section the failure was occasioned entirely by the unsatisfactory base rock produced by the contractor.

In the production of the surfacing material the contractor elected to screen out the oversize rock and crush it for the shoulders. This left a considerable amount of fine silt in the balance of the crushed material which it was practically impossible to compact, as it had been thoroughly saturated by the winter rains. Had the contractor crushed the entire product for base, or even used it pit run, I think the material would have been satisfactory.

Inasmuch as the contractor produced this material according to his own ideas, I feel that he is responsible for its practicability when used, and the least that he could do would be to stand the cost of digging out the soft spots preparatory to patching. I feel we have been more than liberal in even paying for the paving material which was used in patching.

RECEIVED
SEP 19 1952
STATE

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30X 25M 4-52 86908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 12, 1952

SUBJECT: Force Account Bills
Warren Northwest
Columbia River Highway

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing herewith for your consideration, force account bills submitted by Warren Northwest for pavement patching required on both the Herman Creek Road-Gorton Creek section and the Cascade Locks-Herman Creek Road section of the Columbia River Highway. I am also enclosing copy of letters from each of the resident engineers transmitting these claims to myself. This patching work consisted of a blade spread of hot stuff over sections where partial failure of the binder course indicated instability in the base rock. It also consisted of digging out sections of the hot stuff base that had failed, and replacing these sections with blade spread patches. The major portion of the work and tonnage covered in the bill for the Herman Creek Road-Gorton Creek section was for repair of the binder course, and was blade spread before the base course of hot stuff was placed with the machine. On both of these projects the hot stuff used was paid for at the regular contract prices, but no additional payment was made.

On the Cascade Locks-Herman Creek Road section the base was placed last fall from Cascade Locks to the Herman Creek Bridge. The failures developed between that time and the time that the top was put on this last summer. These failures were mainly small in size. Some of these failures started developing shortly after the base was layed, while others did not develop until this summer. The additional expense the contractor was to was primarily for digging out these failed sections. These failures were all small in area, and were replaced by hand, generally spread by a blade and rolled. As stated above, the hot stuff used was paid for at the regular contract price per ton, which I believe is the manner we have always used in paying for patching of this nature that is required.

On the Herman Creek Road-Gorton Creek section, as Peterson states in his letter, failures were due to the unstable condition of the 3"-0 base rock in several places.

Patching was much heavier on these sections, and more than 1000 tons of hot stuff was layed with a blade in repairing breaks and reinforcing sections that were not fully stable. On this section also all hot stuff used was paid for at the regular contract price per ton, which it seems should suitably reimburse the contractor for his costs. You will note from this bill, the charge has been made for the contractor's entire cost, except for the cost of manufacturing and hauling the hot stuff, and there has been a six hour charge for a dump truck.

It would seem that if Warren Northwest has a claim that could be justified, it would be against the primary contractor rather than against the state. I would recommend disapproval of both claims.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: C. A. Peterson
Clay Cornett

FORM E-20X 20M 4-52 86606

COPY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bonneville, Oregon
September 2, 1952

SUBJECT: Project No. 14-1011

To:
Mr. A. G. Skelton
Division Engineer
Ore. State Highway Dept.
Portland, Oregon

Dear Sir:

I am submitting to you do-day a bill from Warren Northwest, Inc. for work performed by them prior to the laying of the Top on the Herman Creek Road - Gorton Creek Section.

The base course due to unstable conditions of the 3"-0" rock in several places, broke along the shoulder and had to be dug out and stabilized, causing this work to be done.

I feel this work should be borne by the Contractor rather than by the state.

Very truly yours,

(signed) Carl A. Peterson
Resident Engineer

FORM E-80K 25M 4-52 60000

COPY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Cascade Locks, Oregon
Sept. 2, 1952

SUBJECT:

To:
A. G. Skelton
Division Engineer
State Highway Dep't.
Portland , Oregon

Dear Sir:

The attached bill was submitted by the Warren Northwest Company for pavement patching on the Cascade Locks-Herman Creek Road project; This work was performed after the base course of pavement was laid.

As it is my understanding that work of this nature is generally borne by the contractor, I have not approved the bill.

Yours very truly,

(signed) Clay M. Cornett
Clay M. Cornett
Resident Engineer

RECEIVED
SEP 26 1952
FOR FILING

F1-1746.1
2-72

September 25, 1952

General Casualty Company of America
Dooly and Company, Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Vernie Jarl on Contract No. 3475, covering grading and paving on the Herman Creek Road-Gorton Creek Section of the Columbia River Highway in Hood River County. This payment, in the amount of $43,377.84, will be made on or after October 6th. The retained percentage is $28,142.15.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention: Surety Department

RECEIVED
SEP 25 1952
FOR FILING

Salem, Oregon
September 17, 1952

Herman Creek Road-Gorton Creek
Section

Mr. H. G. Smith

I am returning herewith, unapproved, Order for State Force Work in the amount of $25,000, which Mr. Young's accompanying letter states they wish to retain for possible use in slide removal this coming winter.

Nonapproval is based on the fact that the project has been completed and that future maintenance is not a part of the construction project. Furthermore, there is too much of a tendency to try to use up underruns that occur on certain projects. We have many overruns, for example the job adjoining this one overran the project authorization, as I recall, about $50,000, and we must utilize the underruns when they do occur to offset the overruns.

W. C. Williams

WCW:me

Encl.

cc Mr. S. H. Probert

RECEIVED
SEP 1 1952
FOR FILING

September 10, 1952

Request for extension of time
No. 16
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on Contract No. 3473, Herman Creek Road-Herton Creek Section of the Columbia River Highway, from November 30, 1951 to August 31, 1952.

Bids were received on this project on January 24, 1951, but it was not awarded until March 19. The contractor was delayed to a certain extent by failure of the Western Union to remove their lines where they conflicted with grading operations. Also, several heavy slides occurred which required additional work and, in one case, required cessation of work for some time and eventually had to be corrected by a change in grade. These items did not permit the completion of the grading in time to do the paving last fall.

For these reasons, I would recommend that the extension be granted without penalty, and Mr. C. S. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: lg

RECEIVED
SEP 5 1952
FOR FILING
71 (.)
3475-

September 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3475, Herman Creek Road - Gorton Creek Section of the Columbia River highway, Ore. FI-174 (10), from November 30th, 1951 to August 31st, 1952, to Vernie Jarl, Contractor.

Bids were received on this contract on January 24th, 1951, but it was not awarded until March 15th. The contractor was also delayed to a certain extent by failure of the Southern Union to remove their lines where they conflicted with the grading operations. Also, several slides developed, particularly one at Farley which affected the Railroad, and another at the drinking fountain, both of which required additional work and, in the case of the one at Farley, required cessation of work for some time, and eventually had to be corrected by a change in the grade. These various items did not permit the completion of the grading in time to do the paving last fall.

For these reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
AUG 27 1952
FOR FILING

71-174(10)

August 26, 1952

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 20, 1952 on Contract No. 3425, Vernam Creek Road-Carton Creek Section, in connection with Federal Aid Project No. FI-174 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:tp

cc: John Cattrall

Form E-1—1086—4-51

71-1774 (10)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 22, 19 52

Section Herman Creek Rd - Corbett Cond. | Kind of work Grading & Paving

Highway Columbia River | Section prefix 14-1011

Contractor Vernie Linn | Contract number 3475

Date of contract March 15th, 19 51 | Date of completion Nov. 30th, 19 51

Date work started March 19th, 19 51 | Estimated date of completion Aug 20, 19 52

Amount of contract . . . . . $ [illegible] | Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 48100.00, 62.9 % | Date project was completed [illegible] 52

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed clean up on Wed. Aug 20th

Railroad Company has not OKd clean up along the Railroad as yet.

Final records will be completed within 10 days.

NOTED
H. G. SMITH

RECEIVED
AUG 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed [signature]

Address Bonneville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 49418

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bonneville, Ore.
February 8, 1952

SUBJECT:

Ground Movement Report
Herman Cr. Rd. - Gorton Cr. Section
Week ending Feb. 8, 1952.

To:

Mr. H. G. Smith
Construction Engineer
Ore. State Hwy. Dept.
Salem, Ore.

Railroad at Farley

Date	Trans	1	2	3	4	5	6	7	8	9	10	11	12	F.S.
12-26-51	00	1.46	2.04	2.04	2.06	2.08	2.24	2.27	2.31	2.56	2.53	2.33	2.02	00
2-4-52	00	2.19	2.80	2.82	2.82	2.83	3.00	3.04	3.11	3.43	3.44	3.26	2.84	00
2-7-52	00	2.19	2.81	2.82	2.82	2.84	3.01	3.05	3.13	3.45	3.46	3.26	2.87	00

Railroad Mile Post 48 Hwy. Sta 395

Date	Trans	3	5	7	9	11	13	15	17	19	21	23	25	27	F.S.
1-17-52	00	0.04	0.03	0.04	0.04	0.04	0.04	0.03	0.02	0.02	0.03	00	0.01	00	00
2-4-52	00	0.23	0.22	0.35	0.35	0.33	0.30	0.28	0.17	0.12	0.10	0.02	0.02	00	00
2-7-52	00	0.41	0.34	0.51	0.49	0.49	0.43	0.40	0.26	0.16	0.10	0.03	0.02	00	00

NOTED
H. W. LIBBY

Railroad Mile Post 48.2 Hwy. Sta 407

Date	Trans	1	3	5	7	9	11	13	15	17	19	21	23	F.S.
1-17-52	00	0.05	0.11	0.18	0.38	0.58	0.67	0.61	0.53	0.42	0.23	0.04	00	00
2-4-52	00	0.07	0.07	0.20	0.41	0.63	0.73	0.64	0.57	0.43	0.24	0.04	00	00
2-7-52	00	0.14	0.14	0.20	0.41	0.63	0.74	0.64	0.57	0.47	0.25	0.04	00	00

NOTED
B. A. MARTIN

Very truly yours,
Carl Peterson
Resident Engineer.

NOTED
K. D. IVY

CAP/fr

RECEIVED
FOR FILING
OREGON DISTRICT
7
3475

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

File

January 25, 1952

Mr. Williams

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FI-174(10)
Herman Creek-Gorton Creek
Production Study Report No PS 123

Dear Sir:

Attached are four copies of subject report - "Study of Shovel Grading Operations on Oregon Project FI-174(10), Herman Creek-Gorton Creek Section or the Columbia River Highway between August 10-29, 1951."

The copies are furnished you with the understanding that the report is not for publication or use outside of the Department.

This office has mailed a copy to Mr. Vernie Jarl, the contractor.

1- Smith
1- Clymer
1- Skelton
1- files

Very truly yours,

RECEIVED
W. C. WILLIAMS

C. G. POLK
District Engineer

Encls.

File

Department of Commerce
Bureau of Public Roads
Washington, D. C.

Research Division
Production Cost Unit

Production Study Report No. PS 123

State of Oregon
August 10-29, 1951

SHOVEL GRADING OPERATIONS

Part 1. Introduction
Part 2. Shovel Excavation
  Lorain 2 Cubic Yard Shovel
  Koehring 1½-Cubic Yard Shovel
Part 3. Hauling Units

By

R. M. Barron
J. H. Frazier
J. D. Malcolm

Highway Engineers

Not for Publication

FOREWORD

Studies of the kind represented by this report are one element of a broad program of field research on the construction and maintenance of highways. The program for such research is being developed on the basis of needs evidenced either directly or through research committees by individual contractors, manufacturers, and engineers and by such organizations as the Highway Research Board, American Association of State Highway Officials, American Road Builders Association, Associated General Contractors of America, and others.

The actual field studies are made by the Research Division of the Bureau of Public Roads which has at its disposal the facilities for conducting such work on a Nation-wide basis. Individual studies are made possible through the cooperation of the State highway department or other highway agency, the contractor, the manufacturer, and the Bureau of Public Roads. Copies of each report will be furnished each of the cooperating parties, where applicable.

The data presented and the comments made in these reports are strictly of a fact-finding and interpretive nature. Under no circumstances are they to be considered critical. It should be recognized that in many cases the expense involved in eliminating a delay may not be economically justified.

Further, where information is presented relating to a particular contractor or to a special make of equipment, it is requested that the parties cooperating in these studies treat such information as confidential. In this manner studies of this kind will provide a source of data relating to job performance that can be of greatest value to the highway field.

Project data sheet - Report No. PS 123

State - Oregon

County- Hood River

Project - FI-174(10)

Location: Realinement of U S 30 through the south side of the Columbia River gorge, between Cascade Locks and Hood River, Oregon.

Contractor: Vernie Jarl, General Contractor, Gresham, Oregon

President- -Vernie Jarl

Superintendent - - - - - - - - - - - - - - - - - - -Arthur H. Boulder

Shovel Foreman - - - - - - - - - - - - - - - - - - -Ed Bryant

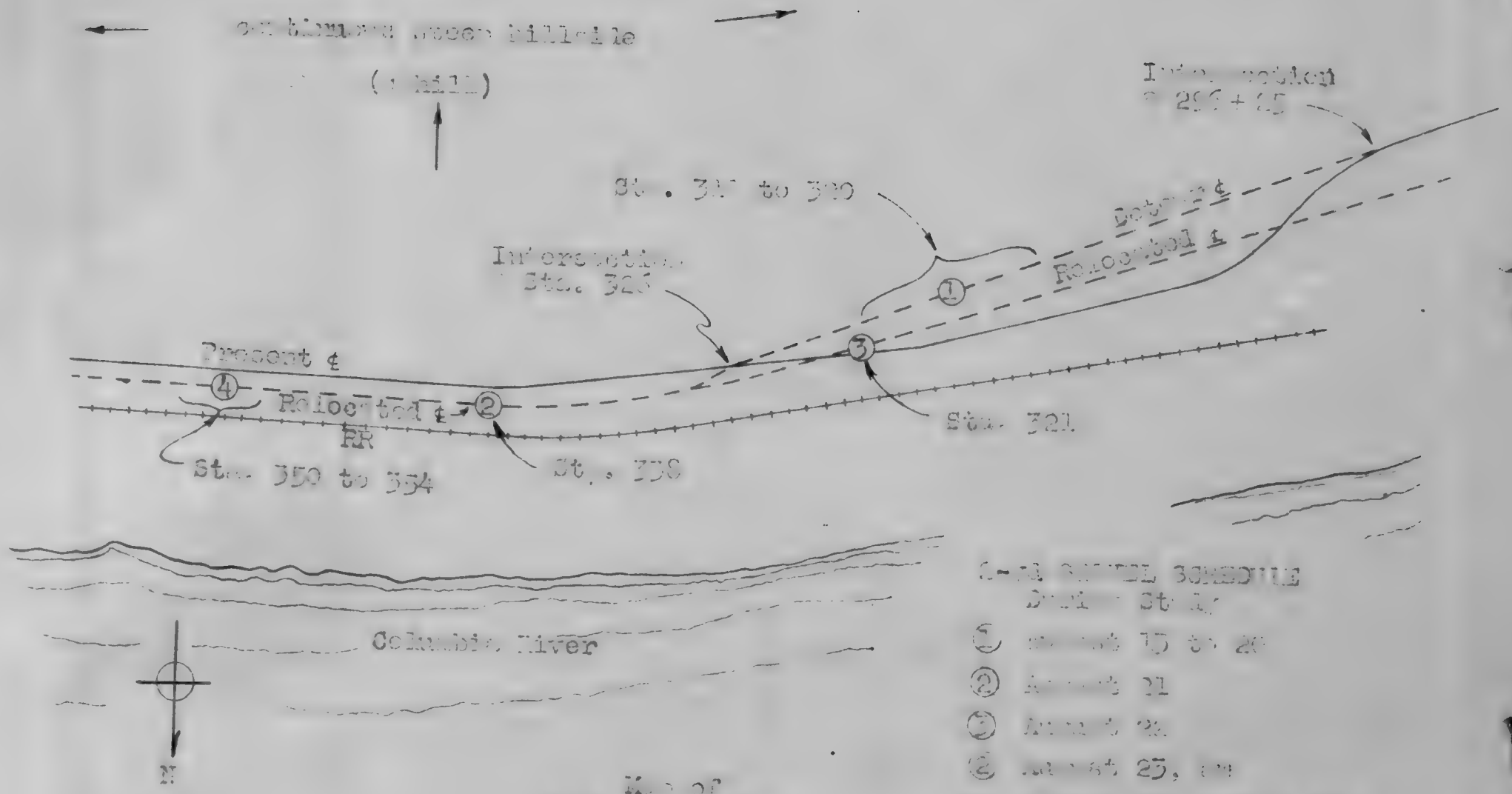
Oregon State Highway Commission:

District Engineer- - - - - - - - - - - - - - - - - -A. G. Skelton

Resident Engineer- - - - - - - - - - - - - - - - - -O. A. Peterson

Inspector- -R. Ross

Inspector- -H. R. Woodburn



Map of
ROAD ALIGNMENTS
&
SHOVEL SCHEDULE
During Study

(1) Shovel 10 to 20
(2) Shovel 21
(3) Shovel 24
(4) Shovel 25, 26
(5) Shovel 27, 28, to 29

PRODUCTION STUDY REPORT ON
SHOVEL GRADING OPERATIONS
STATE OF OREGON

Part 1. Introduction

During the period August 10 to 29, 1951, a production study of shovel grading operations was conducted on a Federal-aid Interstate project in northern Oregon. The purpose of the study was to obtain equipment performance data relating to time utilization, performance characteristics, and production rates under field conditions.

This project consisted of a realinement of 3.70 miles plus an additional 1.89 miles of detour. The contract was awarded for a total bid price of $928,820.00. Table 1 lists the pertinent bid items.

Table 1.—Principal bid items pertinent to the production study.

Item	Quantity	Amount
Excavation, general	722,000 cubic yards	$606,480.00
Excavation, structures	700 cubic yards	2,100.00
Short overhaul	2,320,000 station yards	34,800.00
Long overhaul	53,000 "C" station yards	26,500.00
All other items		258,940.00
	Total bid price	$928,820.00

The general terrain was precipitous. Construction was handicapped by two factors which caused the contractor some inconvenience and delay. It was necessary to carry heavy traffic through construction by means of detours and one-way traffic, and a great deal of care had to be exercised to properly safeguard against blocking the adjacent main line railroad which was immediately below all construction on a water grade. Figure 1 shows the type of construction encountered.

Figure 1. View typical of construction.

Specifications applicable were those of the Oregon State Highway Commission.

Primary studies were conducted on a Lorain 2-cubic yard shovel and hauling units, with auxiliary studies on a Koehring, model 605, 1½-cubic yard shovel. Weather conditions were favorable and no delays resulted from either rain or wet grade. The two areas in which suitable volume and control conditions were obtained consisted of cuts near stations 338 and 353.

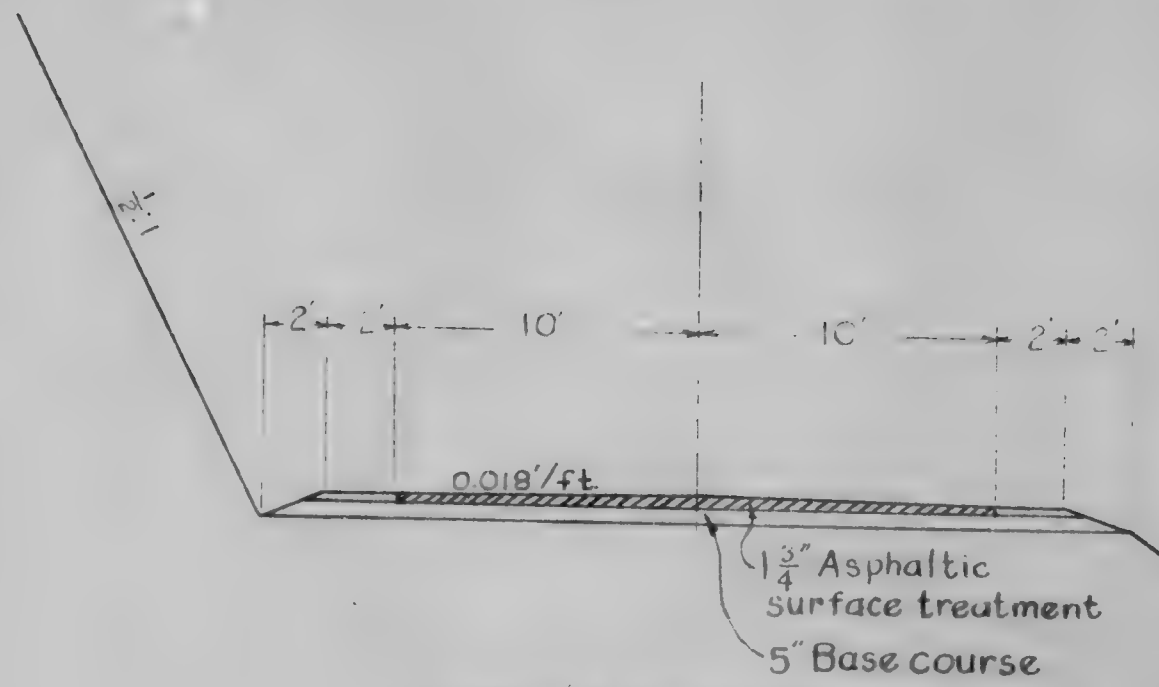
Part 2. Shovel Excavation

Lorain 2-Cubic Yard Shovel

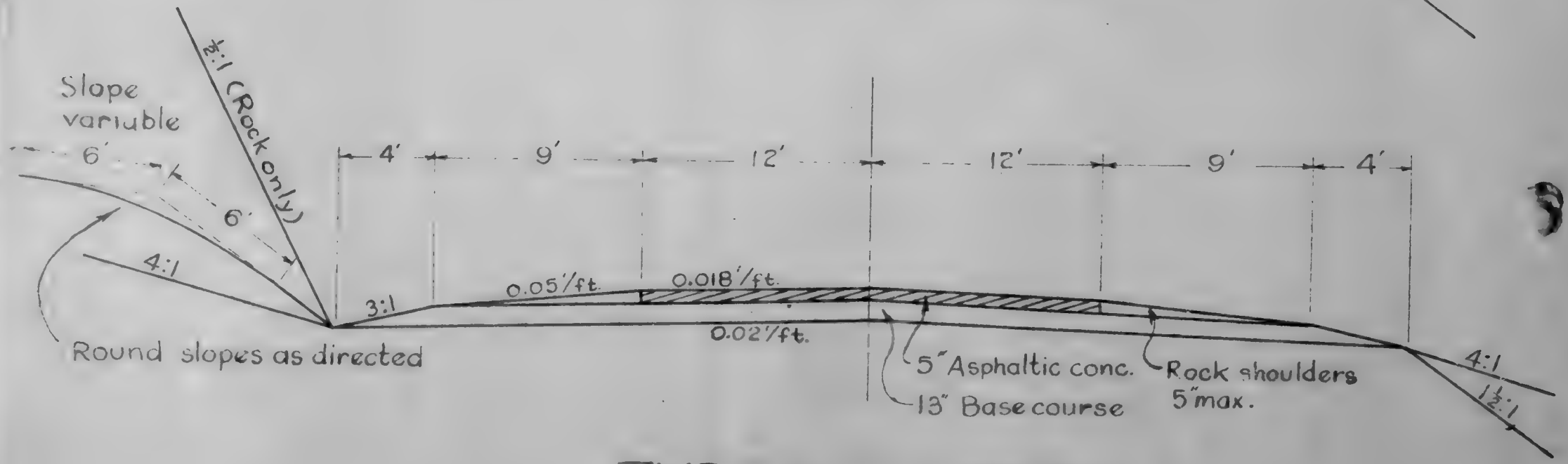
During the period August 13 to 29, 1951, studies were conducted on a Lorain 2-cubic yard shovel operating in several individual cuts. This shovel was an older model and showed signs of hard usage. Delays for repairs were frequent and extensive. During the week of August 13 the shovel was working in a cut between stations 316 and 318 which provided for a service road situated on a bench above the proposed main line. The material in this cut consisted of basalt boulders up to 6 feet in diameter embedded in soil predominantly of volcanic ash. Figure 3 shows the shovel working in this cut.

Figure 3. Typical work for the Lorain shovel.

These boulders were difficult to excavate and frequently required special care in loading onto the hauling units. A portion of the time in this cut was spent in picking up outsize boulders left by the Koehring 1½-cubic yard shovel which had previously worked in this area. This type of work tended to lower the productive rate of the Lorain shovel.



DETOUR AND SERVICE ROAD



TYPICAL SECTIONS

Figure 2

During the remaining 8 days of the study period, the shovel worked in cuts on the main line between stations 336 and 353. The material in these cuts varied from a loose, easily worked silty soil to vesicular basalt which was moved without blasting. During the entire study none of the material handled was blasted prior to excavating. A few of the boulders, however, which the shovel failed to load had to be blasted before the shovel could dispose of them.

Total available working time for study purposes is the sum of (1) normal daily shift time and (2) any additional time actually worked. Thus if a job had a normal scheduled shift time of 10 hours daily for 5 days a week, and 3 hours overtime were worked on one of those days, the total available working time for the week would be 53 hours.

Table 2 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the Lorain 2-cubic yard shovel during the period of observation from August 13 to August 29. Major delays consist of individual time losses 15 minutes or more in durati n, whereas individual time losses less than 15 minutes in duration are classified as minor delays. The classification of delays by cause is enumerated in subsequent tables.

Table 2.--Distribution of 130.0 hours of total available working time for the Lorain 2-cubic yard shovel

Item No.	Time element	Total time (Hours)	Percent
1	Total available working time	130.0	100.0
2	24 major delays	-13.4	-10.3
3	Net available working time	116.6	89.7
4	2,768 minor delays	-51.0	1/-39.2
5	Actual productive time for 1,079 loads (8,023 cubic yards)	65.6	50.5

1/ Minor delays amount to 43.7 percent of the net available working time.

Major delays are considered as occurring daily even though the specific delay in question may extend over a period of several days. The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 3.

Table 3.--Classification of 24 major delay occurrences to the Lorain 2-cubic yard shovel

Item No.	Nature of major delay	No. of occurrences	Total delay time (Hours)	Percent of 130.0 hours total available working time
1	Brake and clutch repair (other than item 3)	5	3.0	2.3
2	Major shovel moves	6	2.7	2.1
3	Crowd clutch repair	4	2.5	1.9
4	Boom and dipper cable repair	2	2.1	1.6
5	Blasting	2	1.3	1.0
6	Lack of hauling units at the shovel	1	0.6	0.5
7	Dozer working in loading area	2	0.6	0.5
8	Bucket maintenance	1	0.3	0.2
9	Swing brake maintenance	1	0.3	0.2
	Total	24	13.4	10.3

Item 2, major shovel moves, was caused to a great extent by the large boulders encountered. When excavation work was impeded by the presence of large boulders, the shovel moved elsewhere to work while these boulders were blasted. Upon completion of blasting the shovel would move back to its original position and resume work.

The crowd clutch repair, item 3, has been taken out of the brake and clutch repair shown in item 1 because of the particular difficulty experienced with the crowd clutch. During the study this piece of equipment was frequently repaired and was ultimately replaced with a new one. This delay is perhaps indicative of the difficult digging encountered during a large part of the time.

Item 6, lack of hauling units at the shovel, resulted from a breakdown of both units hauling from the shovel, consequently causing the shovel to stand idle while hauling unit replacements were diverted to the shovel.

Although minor delays are ordinarily just a few seconds each in duration, it will be noted in table 2 that they amount to 39.2 percent of the total available working time. However, the full extent of minor delays can usually be better visualized by comparing them to the net available working time rather than to the total available working time. For example, when minor delays are expressed as a percentage of the total available working time, a job with frequent and extensive major delays, such as rain, might show a proportionately less percentage of minor delays than a job with few major delays. Thus, a better basis for indicating the extent of minor delays in relation to the production operation is to express them as a percentage of the net available working time.

Minor delays were, in general, classified in accordance with the apparent cause. For example, a delay of a few seconds or perhaps a minute to the shovel from a lack of hauling units may have been due to a breakdown of spreading equipment on the fill; but the delay was charged to a lack of hauling units at the shovel.

Table 4 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 4.--Classification of 2,768 minor delay occurrences to the Lorain 2-cubic yard shovel

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Hours)	Percent of 116.6 hours net available working time
1	Lack of hauling units at the shovel	203	13.8	11.8
2	Shovel maintenance and repair	130	9.3	7.9
3	Hauling unit exchanges	730	7.9	6.8
4	Start late, quit early, excess lunch	38	3.2	2.7
5	Short moves by shovel	214	3.2	2.7
6	Loosening material with shovel	302	2.9	2.5
7	Special handling of large rock	451	2.6	2.2
8	Bulldozing with shovel	290	2.5	2.2
9	Bulldozer or motor grader improving haul road or loading area	23	1.4	1.2
10	Trimming slopes	134	1.1	1.0
11	Personal (drink of water, etc.)	38	0.7	0.6
12	Engineering and instructions	46	0.7	0.6
13	Non-productive casting	46	0.6	0.5
14	Other	123	1.1	1.0
	Total	2,768	51.0	43.7

Items 6,7 and 8 reflect the character of the material excavated and the difficult digging encountered by the shovel. Item 7 represents time losses involved in digging or loading large boulders up to 5 or 6 feet in diameter. Of the hauling units studied, the Tournarockers were the only units available capable of handling these large rocks. Only those rocks too large to be picked up by the shovel were bulldozed aside for drilling and shooting. Non-productive casting, item 13, consists of activity by the shovel in casting material which it eventually handled a second time in completing the excavation operation. Figure 4 shows the Lorain shovel loading a large boulder on a Tournarocker.

Figure 4. Special handling of large rock in loading hauling unit.

In table 5 the productive cycle elements of the shovel are expressed as percentages of both productive and net available working time.

Table 5.--Average time for productive cycle elements of the Lorain Shovel

Item No.	Cycle element	Average time per cycle (Minutes)	Percent of productive time	Percent of net available working time
1	Load	0.239	44.2	24.9
2	Swing	0.124	23.0	13.0
3	Dump	0.035	6.5	3.6
4	Return	0.142	26.3	14.8
5	Productive cycle time	0.540	100.0	56.3
6	Minor delays	0.419		43.7
7	Total cycle time	0.959		100.0

Table 6 shows performance data for the Lorain 2-cubic yard shovel. The average dipper load was 55 percent of the rated dipper capacity, and the loaded hauling units carried an average of 71 percent of their struck capacity.

Table 6.—Performance data for the Lorain shovel

Productive loading time per hauling unit in minutes (no delays)	3.65
Dipper loads per hauling unit load	6.8
Cubic yards per dipper load	1.10
Cubic yards per hauling unit load	7.4
Passes at digging face per dipper load	1.75
Swing angle (degrees)	126
Rate of swing (degrees per 0.01 minute)	9.8
Production rate in cubic yards per hour based on	
Actual productive time	122.3
Net available working time	68.8
Total available working time	61.7

Koehring 1½-Cubic Yard Shovel

On August 10 and 13 studies were taken on a Koehring, model 605, 1½-cubic yard shovel. The data presented represents a brief spot check only, and accounts for studied periods of net available working time during the two days cited.

The studies were taken while the shovel was engaged in excavating a sidehill cut on the main line. The maximum height of the digging face was 14 feet. The construction varied from full to half bench and the shovel was sidecasting part of the time.

The material encountered varied from an easily excavated clayey silt to the same material containing about 30 percent of boulders from 2 to 4 feet in diameter. Figure 5 shows the shovel working in material fairly typical of that encountered during the study.

Figure 5. Koehring shovel in action.

The Koehring shovel was new. However, much of the excavation encountering boulders proved to be difficult for the smaller shovel and the work was subsequently taken over by the larger Lorain.

Table 7 shows the classification of minor delays by number of occurrences, total time, and percent of 4.6 hours of net available working time for the Koehring 1½-cubic yard shovel.

Table 7.--Classification of 150 minor delay occurrences to the Koehring 1½-cubic yard shovel

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Hours)	Percent of 4.6 hours net available working time
1	Lack of hauling units at the shovel	8	0.4	8.8
2	Hauling unit exchange	27	0.3	6.6
3	Special handling of oversize rock	43	0.2	4.3
4	Bulldozing with shovel	30	0.2	4.3
5	Clean up loading area and trim slopes	13	0.2	4.3
6	Personal	3	0.2	4.3
7	Short moves by shovel	16	0.2	4.3
8	Hauling unit stuck	1	0.2	4.3
9	Await load site cleanup	1	0.1	2.2
10	Engineering and instructions	1	0.1	2.2
11	Other	7	0.1	2.2
	Total	150	2.2	47.8

Items 3 and 9 concern unavoidable time losses in excavating, picking up, and loading large rock as discussed previously in connection with the Lorain shovel.

In table 8 the productive cycle elements of the shovel are expressed as percentages of both productive and net available working time.

Table 8.--Average time for productive cycle elements of the Koehring 1½-cubic yard shovel

Item No.	Cycle element	Average time per cycle (minutes)	Percent of productive time	Percent of net available working time
1	Load	0.144	44.0	23.0
2	Swing	0.069	21.1	11.0
3	Dump	0.026	8.0	4.2
4	Return	0.088	26.9	14.0
5	Productive cycle time	0.327	100.0	52.2
6	Minor delays	0.294		47.8
7	Total cycle time	0.621		100.0

Table 9 shows other miscellaneous performance data for the Koehring shovel. The average dipper load (estimated) was 79 percent of the rated dipper capacity and the loaded hauling units carried an (estimated) average of 75 percent of their capacity.

Table 9.--Miscellaneous performance data for the Koehring shovel

Productive loading time (minutes) per hauling unit (no delays)	2.41
Dipper loads per truck load	7.4
Cubic yards per dipper load (estimate)	1.19
Cubic yards per truck load (estimate)	8.8
Passes at digging face per dipper load	1.24
Swing angle (degrees)	78
Rate of swing (degrees per 0.01 minute)	11.3
Production rate in cubic yards per hour (estimated), based on:	
Actual productive time	219.1
Net available working time	114.3

It should be noted that comparisons between the 1½- and 2-cubic yard shovels are not warranted on the basis of the productive rates shown in tables 6 and 9. During studies, the Koehring was excavating in much easier material than that encountered by the Lorain. In addition, the Koehring was engaged in sidecasting part of the time and this type of work reflected a greater productive rate.

Part 3. Hauling Units

Studies of hauling units working with the Lorain 2-cubic yard shovel were conducted during the period August 16 to 29. Five different units were employed at various times, and the amount of total available working time with the Lorain shovel, accounted for in the hauling studies, together with the make and capacity of the units is presented in table 10. All time for these hauling units while not engaged with the Lorain shovel has been excluded from the total available working time summaries presented in part 3.

Table 10.--Extent of total available working time spent by the 5 hauling units with the Lorain 2-cubic yard shovel

Hauling unit make	Capacity (Cubic yards)	Time with Lorain shovel (Hours)	Percent of available shift time during study period spent with Lorain shovel
Tournarocker, model E16	11.7	10.5	10.7
Tournarocker, model E20	11.7	98.2	100.0
Peterbilt truck	10.0	87.5	89.1
Contractor-built truck	9.4	40.7	41.4
International truck	10.0	78.5	79.9
Total		315.4	

Figure 6 shows the Peterbilt truck standing idle during one of its major delays for repairs.

Figure 6. The Peterbilt truck.

The hauling units hauled from each of the four cuts encountered during studies as indicated on the map shown earlier. At each location slightly different conditions of haul, and of hauling unit exchange at the shovel, were encountered. For example, when hauling from the cut at station 321, the rock trucks had to execute a backing manouver at the intersection at 326 before they could negotiate the turn which allowed them to haul along the detour to dump at station 318. The Tournarockers, with greater manouverability, made this turn quickly without backing. Notwithstanding this and other slight differences in procedure at the several cut sections, separate summaries have not been prepared for hauling from each of these areas. The data are composite and are presented as indicative of over-all, long range hauling operations in the type of terrain encountered on this project. However, separate summaries have been prepared for the trucks and Tournarockers.

The material hauled, described in part 2, generally had a high boulder content. The larger boulders were usually loaded into a Tournarocker after a dipperful of soil had been placed in its body to cushion the fall of the boulders. The material dumped freely as is shown in figure 7. The haul roads were generally firm but rough in spots.

The hauling unit cycle was considered to begin with exchange, at the shovel, which was followed by load, haul, dump and turn, return, and finally, a turn in preparation for the next exchange.

Figure 7. Tournarocker dumping.

Table 11 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the Peterbilt, contractor-built, and International trucks during the period of observation from August 16 to 29. As in previous studies, major delays consist of individual time losses 15 minutes or more in duration, and minor delays are individual time losses less than 15 minutes in duration.

Table 11.--Distribution of 206.7 truck-hours of total available working time for the 3 trucks while working with the Lorain 2-cubic yard shovel

Item No.	Time element	Total time (Truck-hours)	Percent
1	Total available working time	206.7	100.0
2	53 major delays	-88.8	-43.0
3	Net available working time	117.9	57.0
4	266 waits at shovel	-30.2	-14.6
5	218 other minor delays	- 5.9	1/ - 2.8
6	Actual productive time for hauling 402 loads (2,987 cubic yards)	81.8	39.6

1/ Minor delays and waits amount to 30.6 percent of the net available working time.

The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown below in table 12.

Table 12.--Classification of 53 major delay occurrences to the 3 trucks while working with the Lorain shovel

Item No.	Nature of major delay	No. of occurrences	Total delay time (Truck-hours)	Percent of 206.7 truck-hours total available working time
1	Truck repairs	14	41.0	19.8
2	Stand-by idle	7	20.0	9.7
3	Stand-by idle awaiting repair	2	13.8	6.7
4	Shovel repairs	16	8.2	4.0
5	Major shovel move	7	2.8	1.3
6	Blasting	1	1.0	0.5
7	Employed at other work	2	1.0	0.5
8	Truck maintenance	2	0.5	0.3
9	Wait as dozer levels loading area	2	0.5	0.2
	Total	53	88.8	43.0

The repair, awaiting repair, and stand-by idle (items 1, 2, and 3) shown in the preceding table are those which are considered as being related to the haul work with the 2-cubic yard shovel. Other similar delays occurred to the trucks during the ten days of hauling unit study, but these are not shown because they occurred at times when the trucks were committed to work outside the scope of the hauling study controls.

Table 13 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 13.--Classification of 484 minor delay occurrences to the 3 trucks while working with the Lorain 2-cubic yard shovel

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Truck hours)	Percent of 117.9 truck-hours net available working time
1	Wait to load at shovel	266	30.2	25.6
2	Repair and maintenance	23	1.6	1.3
3	Public or contractor traffic interference	104	1.1	0.9
4	Stalled or helping stalled units	11	0.8	0.7
5	Engineering and instructions	25	0.7	0.6
6	Shovel moves	15	0.7	0.6
7	Blasting	3	0.4	0.3
8	Remove rock from between tires	1	0.2	0.2
9	Personal	11	0.2	0.2
10	Remove rock from haul road	11	0.1	0.1
11	Other	14	0.1	0.1
	Total	484	36.1	30.6

Item 1, wait to load at shovel, accounted for over $\frac{1}{4}$ of the net available working time for the trucks. This delay averaged 6.81 minute per occurrence, indicating that many other potential delays were doubtless absorbed by wait time.

Table 14 shows the distribution of total available working time and extent of major and minor delays as obtained from studies on the 2 Tournarockersduring the period of observation from August 16 to 29.

Table 14.--Distribution of 108.7 equipment-hours of total available working time for the 2 Tournarockers while working with the Lorain shovel

Item No.	Time element	Total time (Equipment hours)	Percent
1	Total available working time	108.7	100.0
2	27 major delays	-27.9	-25.7
3	Net available working time	80.8	74.3
4	250 waits at shovel	-27.5	-25.3
5	177 minor delays	- 3.0	1/ - 2.7
6	Actual productive time for hauling 347 loads (2,578 cubic yards)	50.3	46.3

1/ Minor delays and waits amount to 37.7 percent of the net available working time.

The classification of major delays by number of occurrences, total time, and percent of the total available working time is shown in table 15.

Table 15.--Classification of 27 major delay occurrences to the 2 Tournarockers while working with the Lorain shovel

Item No.	Nature of major delay	No. of occurrences	Total delay time (Equipment-hours)	Percent of 108.7 equipment-hours total available working time
1	Repair engine governor	1	5.5	5.1
2	Stand-by idle	2	4.5	4.1
3	Shovel repairs	8	4.3	4.0
4	Repair steering switch	4	4.0	3.7
5	Repair brake line	1	3.2	2.9
6	Shovel moves	4	1.8	1.7
7	Wait for construction of loading area	2	1.0	0.9
8	Blasting	1	1.0	0.9
9	Replace dynamotor brush	1	0.8	0.7
10	Replace body bolt	1	0.8	0.7
11	Repair short in electrical circuit	1	0.5	0.5
12	Low tire	1	0.5	0.5
	Total	27	27.9	25.7

With the exception of 0.5 equipment-hour in item 7, all of the above delays occurred to the one Tournarocker which was used all of the time within the study control area.

Table 16 shows the classification of minor delays by number of occurrences, total time, and percent of net available working time.

Table 16.--Classification of 427 minor delay occurrences to the 2 Tournarockers while working with the Lorain shovel

Item No.	Nature of minor delay	No. of occurrences	Total delay time (Equipment-hours)	Percent of 80.8 equipment-hours net available working time
1	Wait to load at shovel 1/	250	27.5	34.1
2	Repairs and maintenance	12	0.9	1.1
3	Contractor traffic interference	66	0.7	0.9
4	Await haul road maintenance	43	0.5	0.6
5	Blasting	4	0.3	0.4
6	Stuck	16	0.2	0.2
7	Wait to dump	8	0.2	0.2
8	Other	28	0.2	0.2
	Total	427	30.5	37.7

1/ Wait at shovel averaged 6.60 minutes per occurrence.

Table 17.--Hauling unit average cycle time elements and minor delays per load cycle

Item No.	Cycle element	Average time per cycle		Percent of productive time		Percent of net available working time		Average distances	
		Trucks (Min)	Tournarockers (Min)	Trucks	Tournarockers	Trucks	Tournarockers	Trucks (Feet)	Tournarockers (Feet)
1	Load	3.78	3.69	30.9	42.4	21.5	26.4	-	-
2	Haul	2.56	1.79	21.0	20.6	14.5	12.8	1,359	875
3	Turn, dump	1.88	0.70	15.4	8.1	10.7	5.0	-	-
4	Return	2.20	1.68	18.0	19.3	12.5	12.0	1,746	804
5	Turn	1/1.00	2/0.28	8.2	3.2	5.7	2.0	-	-
6	Exchange	3/0.30	4/0.56	6.5	6.4	4.5	4.0	115	75
7	Productive cycle time	12.22	8.70	100.0	100.0	69.4	62.2		
8	Wait	4.50	4.76			25.6	34.1		
9	Minor delays	0.88	0.52			5.0	3.7		
10	Net available working time	17.60	13.98			100.0	100.0		

1/ Turns were made before loading 68 percent of the 402 studied rock truck loads, the actual average time per occurrence being 1.48 minutes.

2/ Turns were made before loading 65 percent of the 347 studied Tournarocker loads, the actual average time per occurrence being 0.42 minute.

3/ Exchanges occurred for 66 percent of the 402 studied rock truck loads, the actual average time per occurrence being 1.20 minutes.

4/ Exchanges occurred for 76 percent of the 347 studied Tournarocker loads, the actual average time per occurrences being 0.76 minute.

The abnormally long return distance for the trucks listed in table 17 reflects an unbalanced condition which existed at one particular site at which it was necessary for some of the trucks to take an extended indirect route in returning to the shovel due to their inability to maneuver in the restricted dumping area.

The figures shown in table 17 for the load element include shovel minor delays observed during studied loads. Shovel studies indicated that the average truck load was 7.4 cubic yards, this figure applying to both types of hauling units employed. Despite their greater volumes, the Tournarockers were loaded with approximately the same amount of material as the rock trucks. The following table 18, presents production rates for the two types of hauling units.

Table 18.--Production rates for hauling units

Time classification	Production rates			
	Trucks		Tournarockers	
	Cu. yd. per hour	Loads per hour	Cu. yd. per hour	Loads per hour
Actual productive time	36.5	4.9	51.3	6.9
Actual productive time (including waits)	26.7	3.6	33.1	4.3
Net available working time	25.3	3.4	31.9	4.3
Total available working time	14.4	1.9	23.7	3.2

The average haul and return speeds were as follows:

Haul, rock trucks - - - - - - - - - - - - - - 6.05 miles per hour
Haul, Tournarockers - - - - - - - - - - - - 5.55 miles per hour
Return, rock trucks - - - - - - - - - - - - 9.00 miles per hour
Return, Tournarockers - - - - - - - - - - - 5.43 miles per hour

FORM E-30X 25M 2-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bonneville, Oregon
Nov. 23, 1951

SUBJECT:

Report of Ground Movement near Railroad at Farley, period ending November 23, 1951

To:
Mr. H.G. Smith:
Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Date	Inst.	1	2	3	4	5	6	7	8	9	10	11	12	F.S.
'No movement' reported during period 11/5/51 to 11/10/51 incl.														
11/13	00	1.17	1.18	1.25	1.27	1.29	1.32	1.33	1.40	1.57	1.54	1.38	1.22	00
11/14	00	1.17	1.19	1.25	1.28	1.31	1.33	1.33	1.42	1.57	1.56	1.39	1.25	00
11/15	'													
11/16	'No movement' reported													
11/19	00	1.28	1.30	1.35	1.40	1.42	1.45	1.44	1.55	1.68	1.68	1.50	1.36	00
11/20	00	1.29	1.31	1.36	1.40	1.42	1.45	1.45	1.55	1.69	1.70	1.52	1.36	00
11/21	'No movement' reported													
11/22	'No movement' reported													

From the period 11/8/51 to 11/23/51 a total movement in the rail of 0.25 has been reported at Railroad Mile Post 48.2 Highway Station 407

Carl A. Peterson

Carl A. Peterson
Resident Engineer

RECEIVED
NOV 26 1951
OFFICE OF
CONSTRUCTION ENGINEER

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MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

October 31, 1951

P. O. BOX 3900
PORTLAND 8, OREGON

FI-174(10)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-174(10)
Herman Creek Road-
Gorton Creek Section

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

78 --- Oregon

State

Federal Aid

Project No. FI-17h(10)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of October, 1951, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1950, a program, which was approved on the 5th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of January, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred eighty thousand and 00/100 dollars ($ 480,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

16 11879-3

78 Oregon

State

Federal Aid

Project No. FI-17h(10)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of October, 1951,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1950, a program, which was approved on the 5th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of January, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred eighty thousand and 00/100

dollars ($480,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

UNITED States ... ARTICLE IV. The United ... actually put into the work cove... 00,000,00...

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 296+35 in the NW 1/4, Section 4, T. 2 N., R. 8 E., W.M., and survey station 492+50 in the SW 1/4, Section 36, T. 3 N., R. 8 E., W.M., without exceptions,

, length 3.696 miles, in Hood River County, being Oregon Federal Aid project No. FT-174(10), consisting of 3.696 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ..... four hundred eighty thousand and 00/100 ..... dollars ($ 480,000.00), which does not exceed the authorized Federal pro rata share of ..... one million, twenty-one thousand, seven hundred two and 00/100 ..... dollars ($ 1,021,702.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to ..... the State Treasurer ..... (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon ..... (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

FORM 3010
3-60-3M

UNION PACIFIC RAILROAD COMPANY

L. W. ALTHOF
DISTRICT ENGINEER

DEPARTMENT OF OPERATION

October 10, 1951

851 PITTOCK BLOCK
PORTLAND 5, OREGON

91-7

REGISTERED MAIL

Lloyd's, London
c/o Sayre & Toso
333 Montgomery Street
San Francisco, Calif.

Lloyd's, London
c/o Dooly and Company
Board of Trade Building
Portland, Oregon

NOTED
H. G. SMITH

Gentlemen:

Please refer to Underwriters at Lloyd's, London Certificate No. LC 5860(c) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering damage to property occurring during the construction of the Herman Creek Road - Gorton Creek Section of the relocated Columbia River Highway in Hood River County, Oregon.

In accordance with that policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property, including rock slide fence at MP 48.8 near Wyeth, was damaged on September 27, 1951, caused by operations of Highway contractor Vernie Jarl. We expect to present claim for this damage when the amount of damage is determined.

Please acknowledge receipt of this notice.

Yours truly,

L. W. Althof

cc: Vernie Jarl
Box 254
Gresham, Oregon

Oregon State Highway Commission
Attn: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
1951
FOR FILING

EI-174 (c)

L. W. ALTHOF
DISTRICT ENGINEER

FORM 3010
3-50-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

September 19, 1951

851 PITTOCK BLOCK
PORTLAND 5, OREGON

91-7

Registered Mail

Lloyd's, London
c/o Sayre & Toso, Inc.
333 Montgomery Street
San Francisco, Calif.

NOTED
W. C. WILLIAMS

Lloyd's, London
c/o Dooly and Company
Board of Trade Building
Portland, Oregon

Gentlemen:

Please refer to Underwriters at Lloyd's, London Certificate No. LC 5860(c) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering damage to property occurring during the construction of the Herman Creek Road - Gorton Creek Section of the relocated Columbia River Highway in Hood River County, Oregon.

In accordance with that policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property, including one telegraph wire and 14 glass insulators, at Railroad Milepost 48.9, were damaged on August 29, 1951, caused by operations of the highway contractor, Vernie Jarl. We expect to present claims for this damage when the amount of damage is determined.

Please acknowledge receipt of this notice.

Yours truly,

L. W. Althof

cc: Vernie Jarl
Box 254
Gresham, Oregon

Oregon State Highway Commission
Attn: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
SEP 17 1951
FOR FILING

September 13, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

This is in answer to your letter of September 5 concerning the 3" - 0" base material on Project FI-174 (10), Herman Creek-Gorton Creek Section of the Columbia River Highway.

We have had the Materials Department make several special examinations of this material, both for base and for paving, in addition to the regular samples, and they reported the material satisfactory according to our specifications. The average of 29 samples showed 7.5% passing the No. 40 sieve and a P.I. of 6, which would comply with our current specifications. Only six of the 29 samples carried a P.I. in excess of that specified, and two of these were samples taken by a laboratory representative seeking to select the worst material in the deposit. These two samples showed a P.I. of 6, but there were more fines contained in these than in the regular samples from the job, throwing the results above the graduated scale specified for P.I.

Concerning the 3/4" - 0" material being produced for the asphaltic concrete, a laboratory representative recently sampled this material as it was being produced. A sample of the reject material showed a P.I. of 4, but when the rejects were blended with the crushed material the resultant product gave a P.I. of 0. They, therefore, considered the product satisfactory for asphaltic pavement.

In addition to the laboratory reports, we have had a practical test made of the 3" - 0" base material in the detour roads which have been constructed and the resident engineer is of the opinion that the fines containing a small amount of P.I. have been beneficial in setting up the road, and there are no indications that they are in any way detrimental.

We admit that the appearance of this material is somewhat startling, and it may be that we should modify our specifications with a slight reduction in percentage of the material passing the No. 40 sieve, which is permissible with a P.I. of 6, particularly when used with an oil surfacing.

However, we feel that this material is perfectly satisfactory under a pavement, since we have used a great deal of gravel under pavements with a much larger porcentage of fines with greater P.I.'s, as was the case with the Milwaukie gravel pit, which has been used under many pavements in the vicinity of Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

ASSIGNMENT

No. 3091
By [redacted]

September 7, 1951

Description: Mr. Polk's letter of September 5 stating inspection of Project FI-174 (10), Herman Creek-Gorton Creek Section, indicates 3"-0" base material appears to be of inferior quality

Acknowledged by _____ Referred to Smith V

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 9-12-51 me Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

RETURN TO
W. C. WILLIAMS

September 5, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of a recent inspection of Project FI-17h(10) Herman Creek-Gorton Creek Section of the Columbia River Highway indicates that the 3"-0" base material being produced appears to be of inferior quality, particularly as to clay content.

We would appreciate your comments as the quality of this material, including the average grading and average PI factor.

Very truly yours,

C. G. POLK
Acting District Engineer

RECEIVED
SEP 1 3 1951
FOR FILING

September 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Herman Creek-Gorton Creek Section, Project No. FI-174 (10).

The encroachments on the Union Pacific Company's right of way which occur within the limits of this project are covered in the railroad agreement submitted with Project No. FI-174 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department — Federal Aid Project No. FI-174 (10)

HERMAN CREEK ROAD-GORTON CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 15, 1951

Type Code 6201
Roadway (Sta. 296+35 to 492+50)

All Required		Clearing and Grubbing			$ 40,000.00
700	cu. yds.	Structural Excavation, Unclassified		3.00	2,100.00
722,000	cu. yds.	General Excavation, Unclassified		0.84	606,480.00
2,320,000	yd. stas.	Short Overhaul		0.015	34,800.00
53,000	C-yd. stas.	Long Overhaul		0.50	26,500.00
3.70	miles	Finishing Roadbed and Slopes		500.00	1,850.00
9,300	lin. ft.	Rounding Cutbanks		0.15	1,395.00
100	lin. ft.	18" Corrugated Metal Pipe		4.00	400.00
380	lin. ft.	24" Corrugated Metal Pipe		6.00	2,280.00
890	lin. ft.	24" Corrugated Metal Pipe, Extra Strength		7.00	6,230.00
130	lin. ft.	36" Corrugated Metal Pipe, Extra Strength		12.00	1,560.00
170	lin. ft.	12" Concrete Pipe		3.00	510.00
790	lin. ft.	18" Concrete Pipe		4.00	3,160.00
130	lin. ft.	24" Concrete Pipe		6.00	780.00
160	lin. ft.	24" Concrete Pipe, Extra Strength		7.00	1,120.00
180	lin. ft.	30" Concrete Pipe, Extra Strength		8.00	1,440.00
100	cu. yds.	Class "A" Concrete		60.00	6,000.00
15,000	lbs.	Metal Reinforcement		0.12	1,800.00
1	only	Concrete Catch Basins		75.00	75.00
1	only	Type "A" Manholes		300.00	300.00
150	only	Concrete Sight Posts		10.00	1,500.00
55,700	cu. yds.	3" - 0 Materials in Base		1.50	83,550.00
9,900	cu. yds.	3/4" - 0 Materials in Base and Shoulders		2.00	19,800.00
1,400	M-gals.	Sprinkling		2.00	2,800.00
3.70	miles	Preparation of Base, Main Highway		200.00	740.00
1.89	miles	Preparation of Base, Detour Road		250.00	472.50
730	cu. yds.	3/4" - 0 Material in Binder Course		3.50	2,555.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course		42.00	5,040.00

750	cu. yds.	Furnishing and Placing Aggregates	$ 3.80	$ 2,850.00
65	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,600.00
11,000	tons	Class "B" Asphaltic Concrete	5.90	64,900.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	40.00	2,000.00
290	cu. yds.	Aggregate in Seal Coat	4.25	1,232.50
			Subtotal	$ 928,820.00
			10% Engr. & Cont.	92,882.00
			Total	$1,021,702.00

Length of Roadway 3.696 miles
Cost per mile $276,434.52

Federal Aid Funds- - - -

Oregon State Highway Department — Federal Aid Project No. FI-174 (10)

HERMAN CREEK ROAD-CORTON CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate on basis for project agreement. Based on low bid price.)

~~(Revised estimate to accompany plans and specifications. Not as basis for project agreement.)~~

Salem, Oregon, January 24, 1931

Type Code 6201
Roadway (Sta. 296+35 to 492+50)

All Required		Clearing and Grubbing		$ 40,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,100.00
722,000	cu. yds.	General Excavation, Unclassified	0.84	606,480.00
2,320,000	yd. stas.	Short Overhaul	0.015	34,800.00
53,000	C-yd. stas.	Long Overhaul	0.50	26,500.00
3.70	miles	Finishing Roadbed and Slopes	500.00	1,850.00
9,300	lin. ft.	Rounding Cutbanks	0.15	1,395.00
100	lin. ft.	18" Corrugated Metal Pipe	4.00	400.00
380	lin. ft.	24" Corrugated Metal Pipe	6.00	2,280.00
890	lin. ft.	24" Corrugated Metal Pipe, Extra Strength	7.00	6,230.00
130	lin. ft.	36" Corrugated Metal Pipe, Extra Strength	12.00	1,560.00
170	lin. ft.	12" Concrete Pipe	3.00	510.00
790	lin. ft.	18" Concrete Pipe	4.00	3,160.00
130	lin. ft.	24" Concrete Pipe	6.00	780.00
160	lin. ft.	24" Concrete Pipe, Extra Strength	7.00	1,120.00
180	lin. ft.	30" Concrete Pipe, Extra Strength	8.00	1,440.00
100	cu. yds.	Class "A" Concrete	60.00	6,000.00
15,000	lbs.	Metal Reinforcement	0.12	1,800.00
1	only	Concrete Catch Basins	75.00	75.00
1	only	Type "A" Manholes	300.00	300.00
150	only	Concrete Sight Posts	10.00	1,500.00
55,700	cu. yds.	3" - 0 Materials in Base	1.50	83,550.00
9,900	cu. yds.	3/4" - 0 Materials in Base and Shoulders	2.00	19,800.00
1,400	M-gals.	Sprinkling	2.00	2,800.00
3.70	miles	Preparation of Base, Main Highway	200.00	740.00
1.89	miles	Preparation of Base, Detour Road	250.00	472.50
730	cu. yds.	3/4" - 0 Material in Binder Course	3.50	2,555.00
120	tons	Furnishing and Placing SC-3 Asphalt in Binder Course	42.00	5,040.00

750	cu. yds.	Furnishing and Placing Aggregates	$ 3.80	$ 2,850.00
65	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,600.00
11,000	tons	Class "B" Asphaltic Concrete	5.90	64,900.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	40.00	2,000.00
290	cu. yds.	Aggregate in Seal Coat	4.25	1,232.50
			Subtotal	$ 928,820.00
			10% Engr. & Cont.	92,882.00
			Total	$1,021,702.00

Length of Roadway 3.696 miles
Cost per mile $276,434.52

Federal Aid Funds- $ ~~570,000.00~~ 480,000.00
State Funds- ~~451,702.00~~ 541,702.00

$1,021,702.00

State Funds to Comply: Chap 178, Laws 1937; Chap 5, Laws 1938; Chap 509, Laws 1939
" " Want: Chap 509, Laws 1939

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

January 26, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Herman Creek Road-Gorton Creek Project, FI-174 (10), on which bids were received on January 24.

This is to assure you that in connection with this project, we will at no time request the federal share of cost to be increased above the $480,000 already programmed for it.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

COPY
BEN B. CHANDLER
COMMISSIONER

January 25, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of instructions that approval of programs are made with the understanding that prior to our concurrence in award Federal participation will be increased to the full pro rata, or we are assured that no further Federal funds will be requested.

The above decision leaves several questions unanswered on which we are requesting clarification, in the meantime the above instructions will apply.

Further information will be forwarded you promptly if and when received here.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

January 19, 1951

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Herman Creek Road--Gorton Creek Section, Project No. FI-17½ (10).

Changes have been made in the estimated unit prices for the items "Clearing and Grubbing" and "General Excavation, Unclassified."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWWmd

Oregon State Highway Department — Federal Aid Project No. FI-174 (10)

HERMAN CREEK ROAD-CORTON CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 19, 1951

Type Code 6201
Roadway (Sta. 296+35 to 492+50)

All Required		Clearing and Grubbing		$ 42,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,800.00
722,000	cu. yds.	General Excavation, Unclassified	0.90	649,800.00
2,320,000	yd. sta.	Short Overhaul	0.015	34,800.00
53,000	C-yd. sta.	Long Overhaul	0.50	26,500.00
3.70	miles	Finishing Roadbed and Slopes	1,000.00	3,700.00
9,300	lin. ft.	Rounding Cutbanks	0.20	1,860.00
100	lin. ft.	18" Corrugated Metal Pipe	4.50	450.00
380	lin. ft.	24" Corrugated Metal Pipe	6.00	2,280.00
890	lin. ft.	24" Corrugated Metal Pipe, Extra Strength	7.50	6,675.00
130	lin. ft.	36" Corrugated Metal Pipe	13.00	1,690.00
170	lin. ft.	12" Concrete Pipe	2.25	382.50
790	lin. ft.	18" Concrete Pipe	3.75	2,962.50
130	lin. ft.	24" Concrete Pipe	5.00	650.00
160	lin. ft.	24" Concrete Pipe, Extra Strength	6.00	960.00
180	lin. ft.	30" Concrete Pipe, Extra Strength	8.00	1,440.00
100	cu. yds.	Class "A" Concrete	60.00	6,000.00
15,000	lbs.	Metal Reinforcement	0.15	2,250.00
1	only	Concrete Catch Basin	90.00	90.00
1	only	Type "A" Manhole	275.00	275.00
150	only	Concrete Sight Posts	10.00	1,500.00
55,700	cu. yds.	3" - 0 Materials in Base	1.25	69,625.00
9,900	cu. yds.	3/4" - 0 Materials in Base and Shoulders	2.50	24,750.00
1,400	M-gal.	Sprinkling	2.50	3,500.00
3.70	miles	Preparation of Base, Main Highway	200.00	740.00
1.89	miles	Preparation of Base, Detour Road	100.00	189.00
730	cu. yds.	3/4" - 0 Material in Binder Course	3.75	2,737.50
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	4,800.00

750	cu. yds.	Furnishing and Placing Aggregates	$ 3.75	$ 2,812.50
65	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,600.00
11,000	tons	Class "B" Asphaltic Concrete	6.25	68,750.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	2,500.00
290	cu. yds.	Aggregate in Seal Coat	5.00	1,450.00
			Subtotal	$ 973,519.00
			10% Engr. & Cont.	97,351.90
			Total	$1,070,870.90

Length of Roadway 3.696 miles
Cost per mile $289,737.77

Federal Aid Funds-	$ 480,000.00
State Funds-	590,870.90
	$1,070,870.90

Oregon State Highway Department — Federal Aid Project No. FI-174 (10)

HERMAN CREEK ROAD-GORTON CREEK SECTION

OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 2, 1951

Type Code 6201
Roadway (Sta. 296+35 to 492+50)

					$ ~~30,000.00~~ 42,000.00
All Required		Clearing and Grubbing			
700	cu. yds.	Structural Excavation, Unclassified	$ 4.00		2,800.00
722,000	cu. yds.	General Excavation, Unclassified	0.90 ~~0.85~~		~~613,700.00~~ 649,800.00
2,320,000	yd. sta.	Short Overhaul	0.015		34,800.00
53,000	C-yd. sta.	Long Overhaul	0.50		26,500.00
3.70	miles	Finishing Roadbed and Slopes	1,000.00		3,700.00
9,300	lin. ft.	Rounding Cutbanks	0.20		1,860.00
100	lin. ft.	18" Corrugated Metal Pipe	4.50		450.00
380	lin. ft.	24" Corrugated Metal Pipe	6.00		2,280.00
890	lin. ft.	24" Corrugated Metal Pipe, Extra Strength	7.50		6,675.00
130	lin. ft.	36" Corrugated Metal Pipe	13.00		1,690.00
170	lin. ft.	12" Concrete Pipe	2.25		382.50
790	lin. ft.	18" Concrete Pipe	3.75		2,962.50
130	lin. ft.	24" Concrete Pipe	5.00		650.00
160	lin. ft.	24" Concrete Pipe, Extra Strength	6.00		960.00
180	lin. ft.	30" Concrete Pipe, Extra Strength	8.00		1,440.00
100	cu. yds.	Class "A" Concrete	60.00		6,000.00
15,000	lbs.	Metal Reinforcement	0.15		2,250.00
1	only	Concrete Catch Basin	90.00		90.00
1	only	Type "A" Manhole	275.00		275.00
150	only	Concrete Sight Posts	10.00		1,500.00
55,700	cu. yds.	3" - 0 Materials in Base	1.25		69,625.00
9,900	cu. yds.	3/4" - 0 Materials in Base and Shoulders	2.50		24,750.00
1,400	M-gal.	Sprinkling	2.50		3,500.00
3.70	miles	Preparation of Base, Main Highway	200.00		740.00
1.89	miles	Preparation of Base, Detour Road	100.00		189.00
730	cu. yds.	3/4" - 0 Material in Binder Course	3.75		2,737.50
120	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00		4,800.00

750	cu. yds.	Furnishing and Placing Aggregates	$ 3.75	$ 2,812.50	
65	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,600.00	
11,000	tons	Class "B" Asphaltic Concrete	6.25	68,750.00	
50	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	2,500.00	
290	cu. yds.	Aggregate in Seal Coat	5.00	1,450.00	
			Subtotal	~~$ 925,439.00~~	97351.90
			10% Engr. & Cont.	~~92,521.99~~	9735.19
			Total	~~$1,017,960.90~~ $ 1,070,870.90	
		Length of Roadway	3.696 miles		
		Cost per mile	~~$275,429.32~~ 289,737.77		

Federal Aid Funds	$ 480,000.00	
State Funds	~~537,960.90~~	590870.90
	~~$1,017,960.90~~	
	1070, 870.90	

January 4, 1951

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of program change to accompany plans and specifications for the Herman Creek Road-Gorton Creek Section.

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ow

Encl.

HERMAN CREEK ROAD-CORTON CREEK SECTION

PROJECT NO. FI-174 (10)

All rights of way or rights of entry have been acquired, except execution of the agreement with the Union Pacific Company covering encroachments upon their right of way. It is believed this agreement can be fully executed within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 4, 1951

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

January 4, 1951
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY _____ Route No. F.A.I.

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	105	FI-174 (10)	Herman Road to Gorton Creek	Survey-Plans					Gr., Dr., Bridge, 2-lane high type pavement
				Right-of-Way					
				Construction	800,000	480,000	320,000		
				Total	800,000	480,000	320,000	3.68	
Requested Revision	105	FI-174 (10)	Herman Road to Gorton Creek	Survey-Plans					Gr., Dr., 2-lane high type pavement
				Right-of-Way					
				Construction	1,017,961	480,000	537,961	3.70	
				Total	1,017,961	480,000	537,961	3.70	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Date January 4, 1951

By R. H. Baldock
(State Highway Engineer)

Reason for change: Completion of plans, etc., developed cost of project greater than preliminary estimate concrete box culvert less than 20 foot span used at Borton Creek instead of contemplated bridge.

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

RECEIVED
1951
FOR FILING

FORM 3018

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

71-174(10)
L. W. ALTHOF
DISTRICT ENGINEER

August 10, 1951

651 PITTOCK BLOCK
PORTLAND 5, OREGON

91-7

Mr. W. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 9th in regard to agreement covering encroachments on the Herman Creek-Gorton Creek Section of the Columbia River Highway.

Two copies of the fully executed agreement were forwarded to Mr. Devers by our Tax and Right of Way department on August 9th.

Yours truly,

L. W. Althof

filed as RR 374

SECRETARY

Query

August 9, 1951

Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention Mr. L. W. Althof, District Engineer

Gentlemen:

On April 19, 1951 we forwarded to your office for signatures the original and two copies of an agreement between the State Highway Commission and the O. W. R. & N and Union Pacific Railroad Companies concerning an encroachment on the Herman Creek-Gorton Creek Section of the Columbia River Highway in Hood River County.

Can you advise us when we may expect return of two copies signed by the railroad company?

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

April 19, 1951

Agenda Item 7-h

Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention: Mr. L. W. Althof, District Engineer

RAILROAD COMPANIES
FILE No. 4824

Gentlemen:

We are enclosing herewith the original and two copies of an agreement between the State Highway Commission and the O.W.R. & N and Union Pacific Railroad Companies covering the encroachment on the Herman Creek-Gorton Creek Section of the Columbia River Highway, in Hood River County. These copies have been fully executed by the State Highway Commission and are now ready for the signatures of the proper Officials of the Railroad Companies.

When fully executed please return two copies to this office, one for the Commission's records and files and one for transmittal to the County Court of Hood River County, Oregon.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 3

8-2 Roll. please check. 8-7-51 - not in yet rn

Secretary
Has the [illegible] been returned?
5/21/51 - No
If we have not it within a reasonable length of time it ought to be well to make enquiry — W Leon Powell
BBK

FORM E-90 20M 8-50 42209

AGENDA
APR 1 3 1951

7-h

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1951

SUBJECT: Assignment No. 2577

To: Mr. W. C. Williams
O F F I C E

L

Hermann Tech-Spec. ok

REFERRED TO
Glaisyer
By Asst. Chief Engineer
agenda please - urgent

Enclosed are three copies of an agreement covering easements from the U.P.R.R. Co. in the County of Hood River. All three copies of this agreement have been executed by the County Court.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Field Engineer

JFH:MM
Encl.

AUTHORIZED BY THE COMMISSION
DATE Feb 27, 1951 Minute Page 17752
W B Elsemore
Secretary

A

ASSIGNMENT

No. 2577
By

...ch 23, 1951

Description: L. W. Althof's letter of March 20 , three copies of agreement attached, which were revised because of addition of encroachment east of Gorton Creek (Herman Creek-Gorton Creek Section)

Acknowledged by _____ Referred to Cattrall _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature
_____

Assignment executed 4-6-51 Report received _____

Remarks: For county execution.

WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 2010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

March 20, 1951

91-7

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Re: Herman Creek - Gorton Creek Section, Columbia River Highway.

Under date of February 23rd there was sent you for review a draft of proposed agreement covering the above project.

There are now attached triplicate originals of agreement in which changes, necessitated by the addition of an encroachment east of Gorton Creek, have been made. These changes were outlined in my letter of February 23rd. Also some modification of the document was made at the request of Mr. Devers.

Please review the attached and if satisfactory arrange for its execution on the part of the Highway Commission and Hood River County, after which all three documents should be returned to me for submission to my principals.

Yours very truly,

L. W. Althof

RECEIVED
MAR 23 1951
ENGINEER

NOTED
W. C. WILLIAMS

RECEIVED
AUG 7 1951
FOR FILING

August 6, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

I attach hereto a copy of a letter on which Vernie Jarl has noted his approval for the equipment performance study to be made by the Bureau of Public Roads on the Herman Creek-Corton Creek Section of the Columbia River Highway.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

Encl.

SBM 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 31st, 1951

COPY

Mr. Vernie Jarl
P. O. Box 254
Gresham, Oregon

Dear Sir:

The Herman Creek-Gorton Creek Section of the Columbia River Highway has been selected by the Bureau of Public Roads for an equipment performance study, and we are informed that you are agreeable to having this study made of your job, which will not interfere with the construction operations, nor will any publicity be given to the information obtained without your consent. Following the collection of the desired field data, a report will be prepared and submitted for your inspection.

Will you kindly indicate your approval of this arrangement by signing the attached copy of this letter and returning it.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

Approved
(sgd) Vernie Jarl

M. K. McNEER, PORTLAND
LA GRANDE
CHAS. H. HEATH, MEDFORD
COOS BAY
BEN F. CHANDLER, CHAIRMAN
COMMISSIONERS

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1951

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
O f f i c e

Dear Sir:

In accordance with record of Assignment No. 2823, I attach hereto copy of a letter which has been signed by Vernie Jarl, agreeing to have the Bureau of Public Roads made an equipment performance study on his contract.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:sh

Attachments

ASSIGNMENT

July 30, 1951 No. 2823
By

Description: Mr. Polk's letter of July 26, copy of letter from F. M. Bozarth Production Cost Engr. of Washington Office and project information sheet attached. Re proposed equipment performance study - Project FI 174 (10)

Acknowledged by _____ Referred to ___Smith_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply PLEASE RETURN TO
Please prepare for _____ W. C. WILLIAMS _____ signature
_____ FOR FILING _____

Assignment executed 8-6-51 Report received _____

Remarks: Please obtain letter from Vernie Jarl indicating his approval of this equipment performance study. WCW

REGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 26, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

P... ME RETURN TO
W. C. WILLIAMS
FO... FILING

Attention: Mr. W. C. Williams

Dear Sir:

Enclosed is a copy of a letter with attachment from F. H. Bozarth, Production Cost Engineer of our Washington Office, who with Mr. Cameron and myself met with Mr. Williams on July 20 relative to a proposed equipment performance study of some Oregon highway construction project.

As noted in Mr. Bozarth's letter, Project FI-174(10) Herman Creek-Gorton Creek Section of the Columbia River Highway has been selected and he has requested that we make such arrangements as are considered necessary with you and Vernie Jarl, Contractor. Inasmuch as the project is under a State contract we feel that formal approval should be obtained through your department.

In this connection the contractor should be advised that following collection of the desired field data, a report will be prepared and submitted for his inspection. The studies are of a confidential nature in that they will not be released publicly with identifying information without the contractor's consent.

You will note that a field contact was made with both Mr. Jarl and his superintendent, Mr. Bolder. Both were very agreeable to the proposed study on the condition that our work would not interfere with construction operations.

We might add that the Forest Highway project at Canyonville, as suggested by Mr. Williams, was decided against because of lack of living accommodations.

Very truly yours,

C. G. Polk

C. G. POLK
Acting District Engineer

Encls.

Mr. W. H. Lynch, Division Engineer — July 24, 1951

F. M. Bozarth, Production Cost Engineer

Production Studies During August in Oregon

During the occasion of my inspection of construction jobs suitable for possible equipment performance studies during August it was found that a shovel excavation project FI-17h(10) on route U.S. 30 east of Cascade Locks was suitable for our study purposes.

Mr. J. F. Cameron, Mr. C. G. Polk and myself discussed the proposed study with the State's Resident Engineer, the contractor, Mr. Verni Jarl and his superintendent. He indicated that such a study would be fully agreeable with him.

It will be appreciated if you will make whatever additional arrangements you desire with the State and the contractor. The study will be in conformity with Mr. Fairbank's memorandum to Division Engineers of October 11, 1950.

Our form PS 1A covering the project is attached.

Subsequent to discussions with the Oregon Highway Department at Salem on July 20, and at Portland on July 23, in which Mr. W. C. Williams, Mr. W. W. Stiffler and Mr. L. R. Chandler of the Salem office and Mr. A. G. Skelton, and Mr. A. E. Johnson of the Portland office participated, a site for production studies on Oregon highway maintenance operations was selected at Forest Grove, Oregon. This study period will run from August 13 to September 1 or thereabout. The following men are now scheduled to participate in this study:

George W. Bohn
John H. Frazier
Albert G. Gallardo
Omar L. Homme
Robert E. Johnson
William H. Oliver
Clyde R. Wright

Attach.

FORM PS 1A
REV. 1/13/48

PUBLIC ROADS ADMINISTRATION

PRODUCTION COST UNIT

PROJECT INFORMATION SHEET FOR PROPOSED PRODUCTION STUDY

PRODUCTION STUDY NO. PS121

1. STATE . . . . . Oregon

2. COUNTY . . . . . Hood River

3. PROJECT NO. . . . . FI-174(10)

4. ROUTE NO. . . . . US 30

5. CONTRACTOR - NAME AND ADDRESS

Verni Jarl, Gresham, Oregon

6. EQUIPMENT OR OPERATIONS TO BE STUDIED

Shovel, hauling, and drilling.

7. INDIVIDUAL(S) CONTACTED REGARDING PROSPECTIVE STUDY

Verni Jarl
Arthur R. Bolder, Superintendent
Carl Peterson, Resident Engineer

8. CONTEMPLATED PERIOD OF STUDY August 9 to September 1.

9. PERSONNEL TO BE ASSIGNED FOR THE STUDY

Robert M. Barron
James B. Malcolm
William M. Records

10. COMMENTS

11. FIELD INSPECTION MADE ON (DATE) July 23, 1951 AND PROJECT RECOMMENDED FOR STUDY BY F. M. Bozarth

Production Cost Engineer

P-6120

RECEIVED
FOR FILING

FORM 3010
2-50-2M

UNION PACIFIC RAILROAD COMPANY

L-1710(c)

L. W. ALTHOF
3475 DISTRICT ENGINEER

DEPARTMENT OF OPERATION

851 PITTOCK BLOCK
PORTLAND 5, OREGON

July 27, 1951

91-7

Registered Mail

Lloyd's, London
c/o Sayre & Toso, Inc.
333 Montgomery Street
San Francisco, Calif.

Lloyd's, London
c/o Dooly and Company
Board of Trade Bldg.
Portland, Oregon

Gentlemen:

Please refer to Underwriters at Lloyd's, London, Certificate No. LC 5860(c) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering damage to property occurring during construction of the Herman Creek Road-Gorton Creek Section of the relocated Columbia River Highway in Hood River County, Oregon.

In accordance with that policy Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property at Railroad Milepost 49.3, near Wyeth, Oregon, was damaged at 12:15 PM July 19, 1951, caused by the operations of the Highway Contractor, Vernie Jarl. This damage included tearing out of ten telegraph wires and putting track slightly out of line. We expect to present claims for this damage when the amount of damage is determined.

Please acknowledge receipt of this notice.

Yours truly,

L. W. Althof

cc: Vernie Jarl
Box 254
Gresham, Oregon

Oregon State Highway Commission
Attn: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED

FOR FILING

FORM 3010
2-50-2M

UNION PACIFIC RAILROAD COMPANY

FI-174(15)

L. W. ALTHOF
DISTRICT ENGINEER
3473

DEPARTMENT OF OPERATION

651 PITTOCK BLOCK
PORTLAND 5, OREGON

June 13, 1951

91-7

Registered Mail

Lloyd's, London
c/o Sayre & Torso, Inc.
333 Montgomery Street
San Francisco, Calif.

Lloyd's, London
c/o Dooly and Company
Board of Trade Building
Portland, Oregon

Bureau
W. C. Williams

Gentlemen:

Please refer to Underwriters at Lloyd's, London Certificate No. LC 5860(C) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering damage to property occurring during the construction of the Herman Creek Road - Corton Creek Section of the relocated Columbia River Highway in Hood River County, Oregon.

In accordance with that policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property including one telegraph wire on signal line at Farley station was damaged at 3:30 P.M. May 25, 1951, caused by operations of the highway contractor, Vernie Jarl; and that railroad property including one telegraph wire was damaged at Farley station on May 28, 1951, caused by operations of this same contractor. We expect to present claims for these damages when the amount of damage is determined.

Please acknowledge receipt of this notice.

Yours truly,

L. W. Althof

cc: Vernie Jarl
Box 254
Gresham, Oregon

Oregon State Highway Commission
Attention: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
FOR FILING

FILED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1951

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract agreement between Vernie Jarl, and Wall and Son, covering items 17 and 18, of the Herman Creek Road-Gorton Creek Section of the Columbia River Highway, Contract No. 3475, Ore. FI-174(10) is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh
cc W. C. Williams ✓
C. G. Polk (2)

RECEIVED
APR 19 1951
FOR FILING

FORM E-30X 25M 9-49 34893

FILED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

A subcontract between Vernie Jarl, and Warren Northwest Inc., covering items 22, 23, and 25 to 33 inclusive, on the Herman Creek Road - Gorton Creek Section of the Columbia River Highway, Ore FI-174(10) is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

March 15, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. FI-174(10)
Herman Creek Road-Gorton Creek
Section of the Columbia River
Highway.

Dear Sir:

As it is understood that part of the work proposed under the contract for this project is to be sublet, please advise us of the names of the subcontractors and the items involved.

Very truly yours,

C. G. POLK
Acting District Engineer

RECEIVED
APR 3 - 1951
FOR FILING

71-194 (2)
2,25

April 3, 1951

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3475, which was awarded to you on March 15, 1951 by the State Highway Commission, for grading and paving on the Herman Creek Road-Gorton Creek Section of the Columbia River Highway in Hood River County. This copy is for your record and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

FI-174(10)

3475

March 27, 1951

Mr. L. W. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Your File: 91-2

Dear Sir:

With reference to draft of agreement for the Herman Creek-Gorton Creek Section of the Columbia River Highway, the revised draft was received in this office on March 21 and is now in process of being executed by the County Court of Hood River County and will be executed by the Oregon State Highway Commission at its next meeting in Portland, which will be on April 12 and 13.

As soon as executed by the Highway Commission, the draft will be returned to you for further handling.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM 3010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

March 26, 1951

651 PITTOCK BLOCK
PORTLAND 5, OREGON

91-2

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Referring to your letter dated March 13th, received in my office by me March 23rd (A long time to transmit mail from Salem).

Under date of March 20th revised draft of agreement was mailed to you in triplicate for execution by the Highway Commission and Hood River County, which document has no doubt been received by now.

Yours truly,

L. W. Althof

MAR 27 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

FI-174(10)

3475

March 23, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 19, 1951 on Contract No. 3475, Herman Creek Road-Gorton Creek Section, in connection with Federal Aid Project No. FI-174 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:CW

RECEIVED
APR 1 2 1951
FOR FILING

AGENDA
APR 12 1951
4-W

71-174(-)
272

March 15, 1951

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Mr. Jarl:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you Contract No. 3475 for the Herman Creek Road-Gorton Creek Section of the Columbia River Highway in Hood River County, based on your low bid of $928,820 submitted on January 24, 1951. This award is made subject to the strict understanding that you are not to enter upon or perform construction adjacent to railroad right of way until you have satisfied the insurance requirements contained in the special provisions as it pertains to the Railroad Company.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Federal
Encs.

cc - H. G. Smith
Goldie Lewis
S. M. Probert
L. R. White, Asst. Commissioner
(S.I.A.C.)

5+C

SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 15, 1951
4:10 p.m.

Mr. Vernie Jarl
Gresham, Oregon

State Highway Commission awarded you today contract for Herman Creek Road-Corton Creek Section of Columbia River Highway, Hood River County, based on your low bid submitted January 24, 1951. Contract forms follow shortly. Insurance to be secured before entering on or working adjacent to Railroad property. Letter follows.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

Files

RECEIVED
MAR 1 1951
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

FI-174(10)
2475

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 15, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of today advising that all rights of entry have been obtained for Oregon Project FI-174(10), Herman Creek Road-Gorton Creek Section of the Columbia River Highway, we hereby concur as of this date in award of contract to Vernie Jarl, Gresham, who submitted the low bid for this project at the bid opening of January 24, 1951.

Our concurrence is not to be construed as assurance that critical materials required for the construction of this project can be secured.

Very truly yours,

C. G. Polk

C. G. POLK
Acting District Engineer

TIC SERVICE

as of service desired; his message will be ill rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MARCH 15, 1951

MR. C. G. POLK
ACTING DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th AVENUE
PORTLAND, OREGON

YOUR CONCURRENCE REQUESTED AWARD TODAY CONTRACT HERMAN CREEK ROAD-GORTON CREEK PROJECT TO VERNIE JARL OF GRESHAM. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

W. C. WILLIAMS

UNION PACIFIC RAILROAD COMPANY

OMAHA 2, NEBRASKA

A. J. SEITZ,
EXECUTIVE VICE PRESIDENT

FT-12.1(10)

March 14, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference is made to telegrams March 9 and 13, to Mr. Stoddard, concerning request of the State Highway Commission for easement across the property of Oregon-Washington Railroad & Navigation Company and its lessee, Union Pacific Railroad Company, in connection with highway changes through the Columbia River Gorge, specifically referred to as the "Herman Creek-Gordon Creek Section":

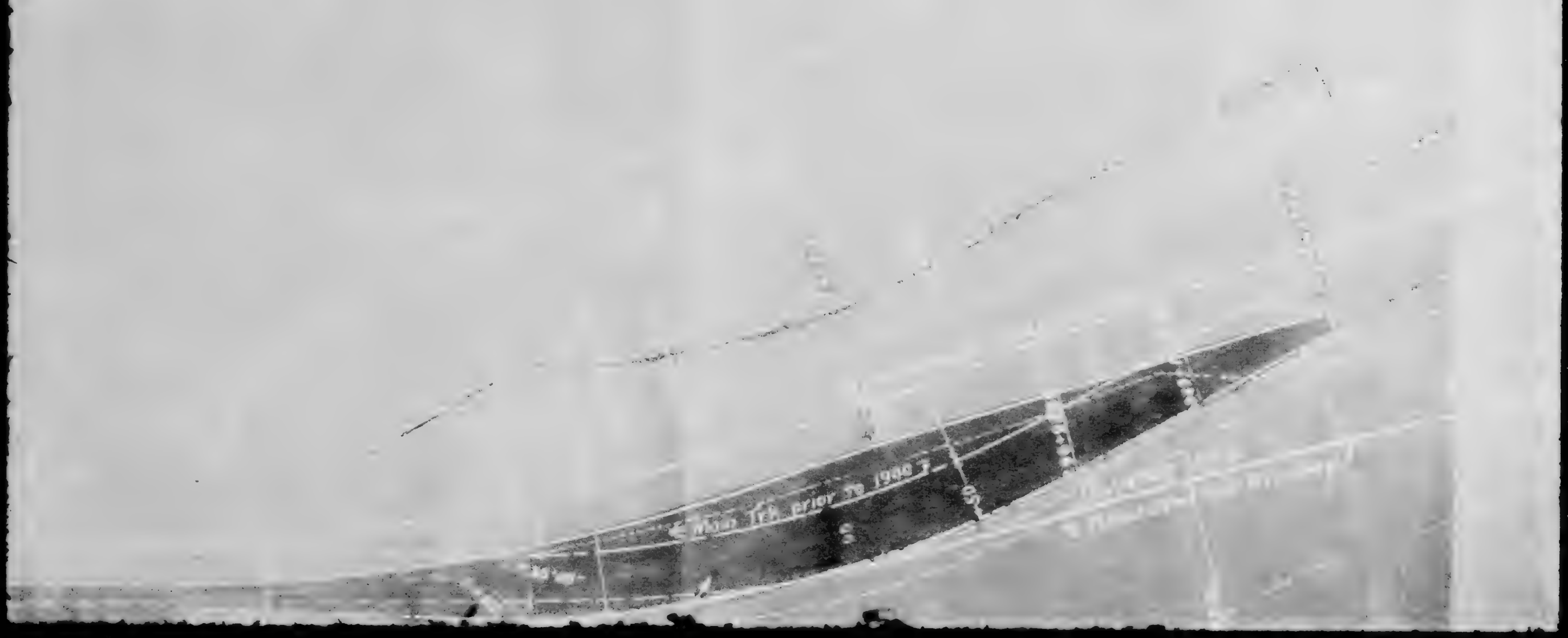
You are advised that the formal instrument granting the easement, as requested, is in the process of preparation and is in accordance with the draft submitted to Mr. R. H. Baldock, State Highway Engineer, on February 23, 1951, and agreed upon changes outlined by Mr. J. M. Devers, Chief Counsel, Oregon State Highway Commission, in his letter of March 5, 1951. This instrument, containing provisions now agreed upon by the representatives of the State Highway Commission and the Railroad, will provide that the work to be performed will be without expense to the Railroad Company and will not interfere with or delay railroad operations over the tracks of the Railroad Company except as authorized by the Railroad. It will be necessary for the contractor to make arrangements concerning its operations, as have been outlined in previous correspondence. The instrument will also provide for proper indemnification of the Railroad, as has previously been set forth in the submitted draft. It is understood that the contract by which this work will be performed contains provisions to effectuate the foregoing and that you are agreeable to signing the contract, as revised, upon presentation.

Conditioned upon the foregoing and pending the delivery of the formal instrument, and subject to the same terms and conditions as will be contained therein, permission is hereby granted the Oregon State Highway Commission, its contractors, or subcontractors to enter upon the premises as herein referred to and indicated on attached print, dated November 24, 1950, as revised February 14, 1951, for the purpose of accomplishing the construction of highway relocation.

RECEIVED
MAR 14 1951
STATE HIGHWAY COMMISSION

Yours very truly,

A. J. Seitz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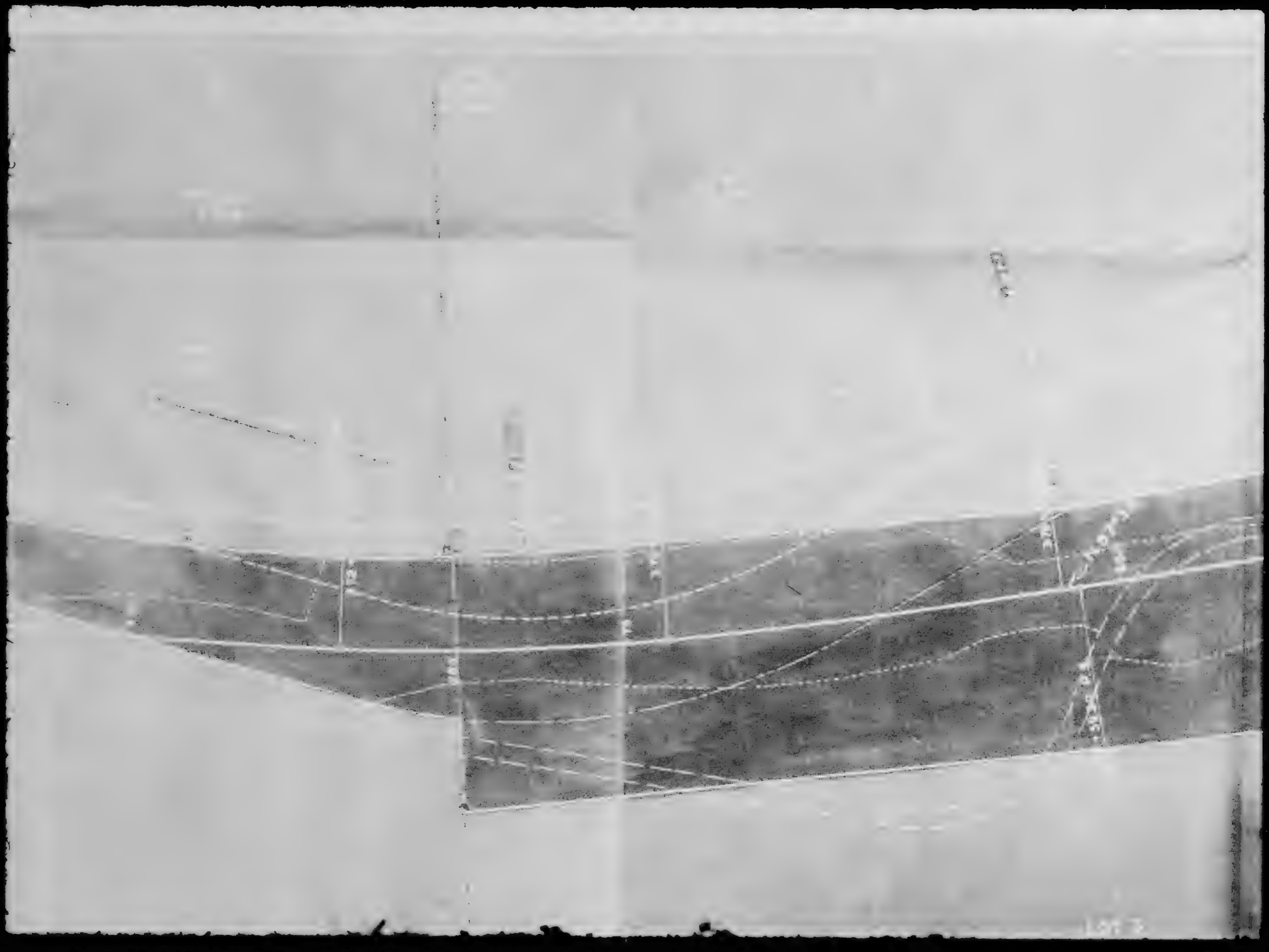

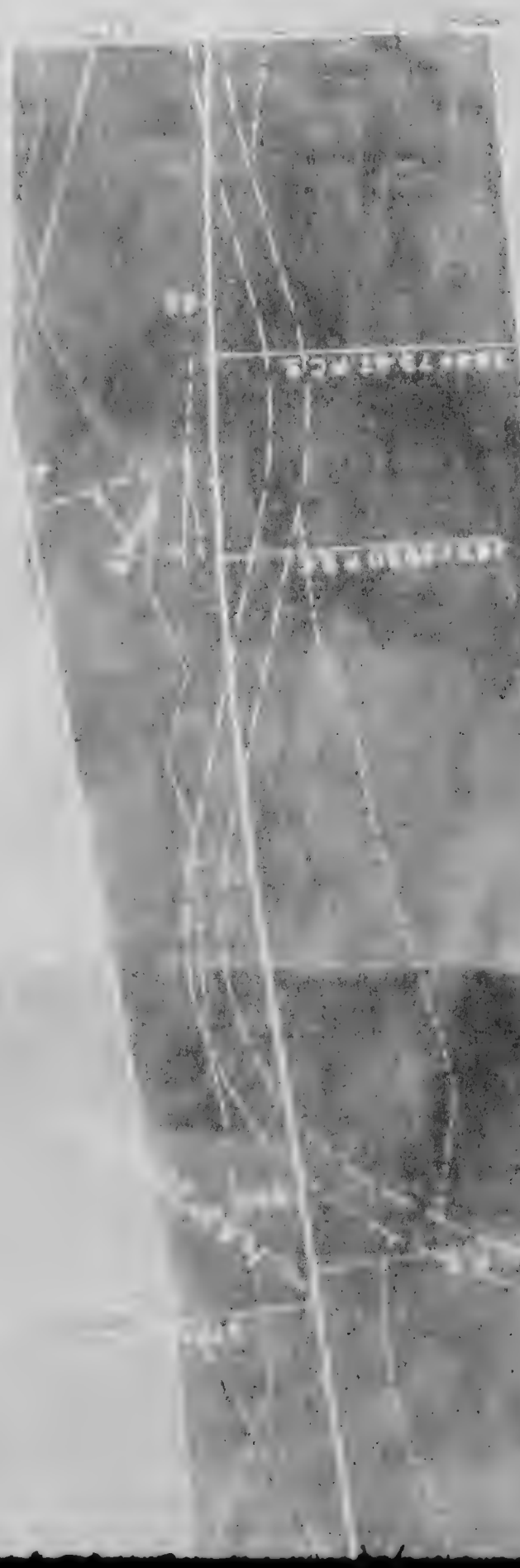

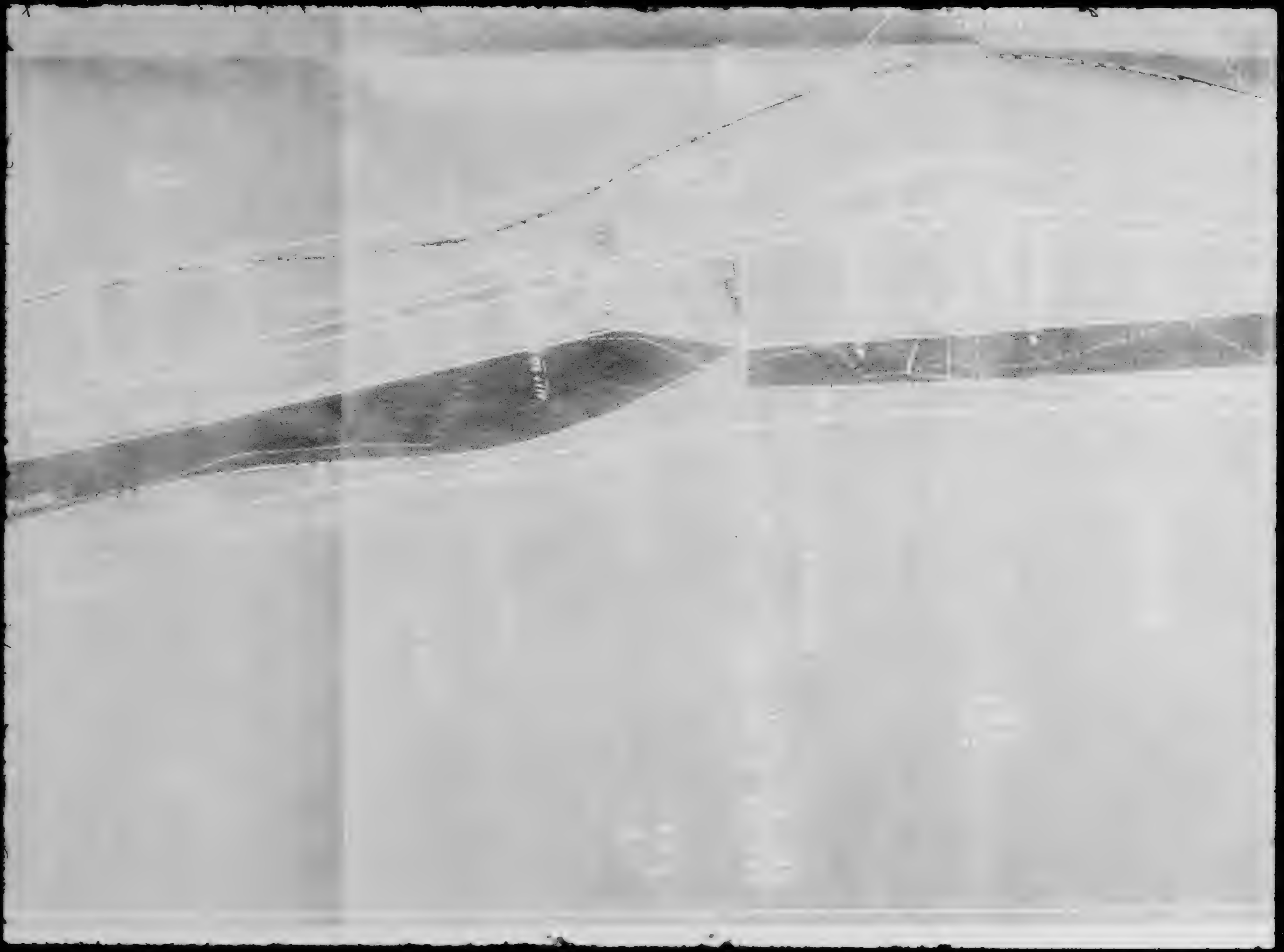

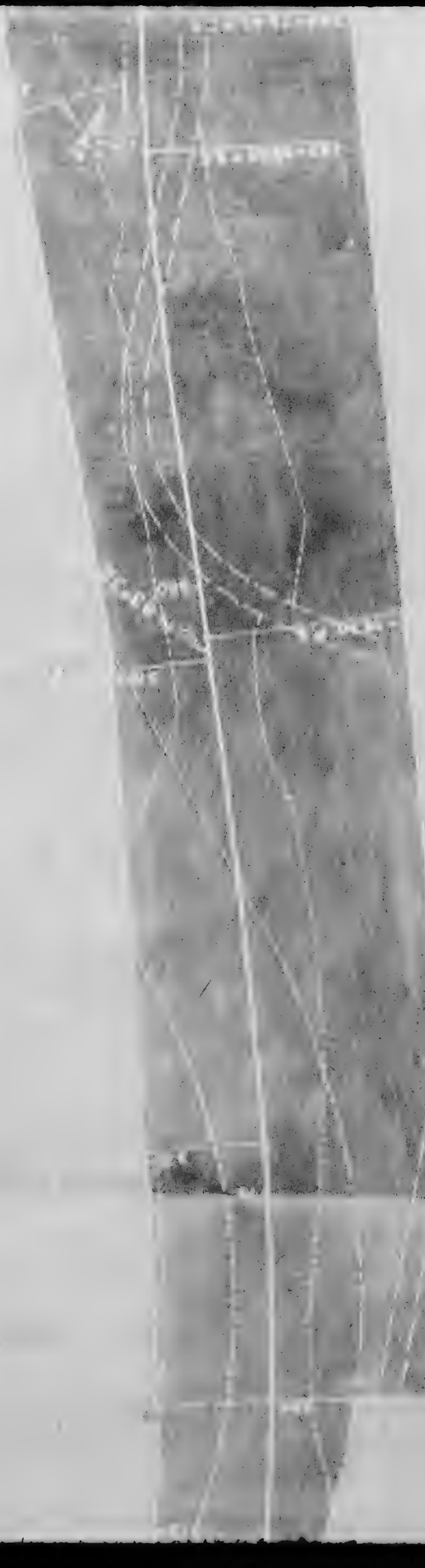

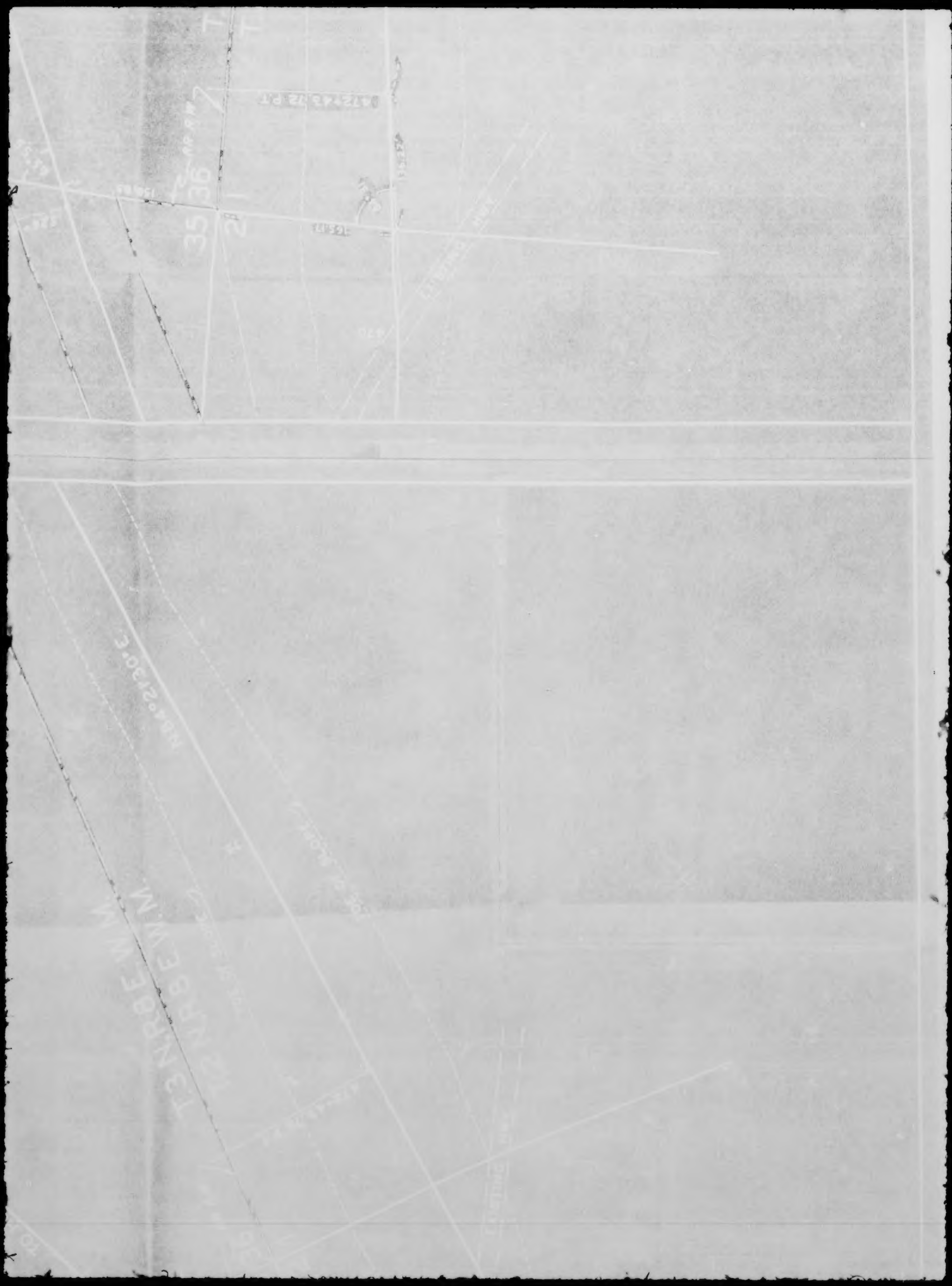
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T2N,R8E,W.M.

2006.28'

ENCROACHMENT AREA - PARCEL NO. 5

Exhibit 'A'
C.V.R.R & M.Co.
U. P. R. R. Co. (Lessee)

BETWEEN CASCADE LOCKS AND WYETH, OREGON

To accompany Agreement with
State of Oregon, covering easements for
relocated Columbia River Highway.

Scale: 1" = 100'
Office of Chief Engineer
Omaha, Nebr., Nov. 24, 1950
C.E. Dwg. No. 80381
Revised Feb. 14, 1951

'L E G E N D'

Easement areas to be granted to
State for highway tinted. . . . .Yellow
Slope areas tinted . . . . . .Green
R.R. right of way outlined . . . . . Red

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 3439 Ends with: Contract # 3475
Continues on Reel # 58

FLASH CARDS: Begins every Contract

Remarks:

Reel No. _____ Reduction Ratio 21:1 Project No. _____

Camera: Name Dell & Howell Model File Master Film Kodak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 5 day of August, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Linda K Lewis _____